

Haiphen Service Agreement

Effective date: January 22, 2026 **Version:** sla_v0.2_2026-01-22

Company identity: Haiphen (the “Company”) — a signals-intelligence engineering studio. Replace this line with your legal entity name, jurisdiction, and registered address before production use.

1. Purpose and scope

This Service Agreement (the “Agreement”) governs your access to and use of Haiphen’s software, APIs, dashboards, documentation, datasets, alerts, and related tooling (collectively, the “Services”).

Haiphen is a technology provider focused on signals intelligence: we build inspectable, telemetry-heavy systems that ingest signals, compute metrics, and publish artifacts. The Services may include trading telemetry and analytics, but they are provided as technical outputs and system observability—not as advice.

2. Not investment advice; no fiduciary relationship

Haiphen is not a broker-dealer, investment adviser, commodity trading adviser, or financial planner, and the Services do not provide investment advice, legal advice, tax advice, or accounting advice.

Nothing in the Services, on haiphen.io, or delivered via API, email, or documentation constitutes a recommendation, solicitation, endorsement, or offer to buy or sell any security, commodity, digital asset, or other financial instrument.

You are solely responsible for all decisions, actions, and outcomes. You acknowledge that markets are volatile and losses can be substantial.

3. Value proposition and service model

Your subscription (or other paid access) purchases ongoing access to a living software product: the Company will ship regular updates, bug fixes, new features, endpoints, and operational improvements over time.

Prices are fixed to your current plan while active, but the Services themselves may evolve. Some features may be added, modified, deprecated, or removed as the product matures.

- Examples of deliverables: API endpoints, published metrics artifacts, documentation updates, dashboard features, reliability improvements.
- Some functionality may be labeled alpha/beta and may be less stable.

4. Accounts, eligibility, and access control

Access may require authentication (for example, via GitHub login) and may be gated by entitlement status. You agree to provide accurate account information and keep credentials secure.

You must not share API keys or access tokens outside your organization (or outside your personal use) unless the Company explicitly permits it.

5. Acceptable use

You agree not to misuse the Services. Prohibited conduct includes:

- Attempting to gain unauthorized access to systems, accounts, networks, or data.
- Abusing rate limits, interfering with availability, or attempting denial-of-service behavior.
- Reverse engineering, scraping, or harvesting data at scale in violation of published limits or documentation.
- Using the Services for unlawful activity or to violate third-party rights.

6. Data, telemetry, and accuracy

The Services may surface metrics, signals, alerts, or other outputs derived from external data sources and internal pipelines. All outputs are provided “as is” and may contain errors, delays, omissions, or discontinuities.

The Company does not warrant that any output is accurate, complete, timely, or fit for a particular purpose. You are responsible for validating outputs before relying on them.

7. Availability, changes, and rate limiting

The Services may be unavailable due to maintenance, outages, upstream provider failures, internet issues, or other causes. The Company may implement rate limits, quotas, or other controls to protect reliability.

The Company may change, suspend, or discontinue any part of the Services at any time. Where practical, the Company will provide notice of material changes via documentation updates or site notices.

8. Fees, billing, and renewals

Fees are charged according to the plan you select and the payment terms presented at checkout. Unless otherwise stated, subscriptions renew automatically until cancelled.

If payment fails or your subscription ends, access may be suspended or terminated.

9. Intellectual property

The Services, including software, documentation, and content, are owned by the Company and protected by intellectual property laws.

Subject to your compliance with this Agreement, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your internal purposes during an active subscription.

10. Confidentiality and security

If the Company provides non-public information designated as confidential, you agree to protect it using reasonable care and to use it only for the purpose of evaluating or using the Services.

You are responsible for securing your environment, including where you store API credentials and any data you export.

11. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

THE COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS IN ANY 12-MONTH PERIOD WILL NOT EXCEED THE AMOUNTS YOU PAID TO THE COMPANY FOR THE SERVICES IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

13. Indemnification

You agree to defend, indemnify, and hold harmless the Company from and against claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Services or your violation of this Agreement.

14. Termination

You may stop using the Services at any time. The Company may suspend or terminate access if you materially breach this Agreement or if required by law or to protect the Services.

Upon termination, your license to use the Services ends and you must stop accessing them.

15. Governing law and venue

Governing law and venue depend on the Company's legal entity and jurisdiction. Insert the correct governing law/venue clause before production use.

16. Changes to this Agreement

The Company may update this Agreement from time to time. If changes are material, the Company may provide additional notice. Continued use of the Services after the effective date of an updated Agreement constitutes acceptance of the updated terms.

If the Services require explicit acceptance (e.g., before checkout), the Company may track the version you accepted.

17. Contact

Questions about this Agreement: support@haiphen.io (or the support email provided in your welcome message).

This document is provided as a starting point and is not legal advice. You should have counsel review before relying on it in production.