

# Privacy Policy

## 1. Introduction

Helicopter Flight Services, Inc., DBA HeliNY ("Company," "we," "us," or "our") respects your privacy and is committed to protecting it through this Privacy Policy. This policy explains how we collect, use, and disclose personal information obtained through our website and SMS communications.

## 2. Information We Collect

We may collect the following personal information when you interact with our website or contact us:

- Phone number: When you submit your contact information through our website.
- Communication Data: SMS messages exchanged as part of the contact process.
- Other Information: Any additional details voluntarily provided by you.
- Customer personal information will not be shared, sold or rented to third parties for the purposes of marketing.

## 3. How We Use Your Information

We may use the collected information for the following purposes:

- To respond to inquiries submitted through our contact page.
- To send SMS messages related to your inquiry or request.
- To comply with legal and regulatory obligations, including 10DLC compliance.
- To improve our communication and customer service.
- We will not sell, share, or rent your SMS opt-in information to any third party for any reason other than to deliver the specific services associated with the campaign. However, we may share your personal data, including your SMS opt-in or consent status, with third parties that assist us in providing messaging services, such as platform providers, phone carriers, and other vendors involved in delivering text messages.

## 4. SMS Messaging and 10DLC Compliance

By providing your phone number, you consent to receive SMS messages from us related to your inquiry.

- Message frequency may vary.
- Standard message and data rates may apply.
- You may opt out at any time by replying "STOP" to any message.
- For assistance, reply "HELP" or contact us at (212) 355-0801.

## 5. Data Sharing and Disclosure

We do not sell, rent, or share your phone number with third parties for marketing purposes. However, we may disclose your information:

- To service providers assisting with SMS communications.
- When required by law or legal process.
- In the event of a business transfer, such as a merger or acquisition.
- No phone/mobile number information will be shared with third parties/affiliates for marketing/promotional purposes. All the above

categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

## 6. Data Security

We implement reasonable security measures to protect your information. However, no transmission over the internet or SMS is entirely secure. Please contact us if you have security concerns.

## 7. Your Rights and Choices

You have the right to:

- Opt out of SMS communications by replying "STOP."
- Request access to or deletion of your personal information.
- Contact us regarding any privacy concerns.

## 8. Changes to This Policy

We may update this Privacy Policy from time to time. Changes will be posted on our website with an updated effective date.

## 9. Contact Us

For questions about this Privacy Policy, please contact us at: HeliNY

(212) 355-0801

[www.heliny.com](http://www.heliny.com)

Info@heliny.com

## Terms and Conditions

These Terms and Conditions ("Terms") govern your use of our 10DLC messaging services ("Service"). By accessing or using the Service, you agree to comply with these Terms and all applicable laws and regulations. If you do not agree, please do not use the Service.

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### 1. Definitions

- **10DLC:** Refers to the 10-digit long code messaging system used for Application-to-Person (A2P) messaging.
- **Customer:** The business or entity that has been approved to use the Service.
- **Recipient:** The individual or entity that receives messages sent via the Service.
- **Service Provider:** HeliNY, the provider of the 10DLC messaging service.

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### 2. Eligibility and Registration

- **Approval Requirement:** Use of the Service is subject to approval through the designated registration process. Customers must provide accurate, current, and complete information during registration.

- **Business Use:** The Service is intended solely for business communication. Personal or non-business use is prohibited.
  - **Compliance Verification:** Customers agree to maintain compliance with all carrier and industry guidelines, including those set forth by CTIA, The Campaign Registry, and other relevant bodies.
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### 3. Permissible Use

- **Message Content:** All messages must be lawful, truthful, and not misleading. Content that is spammy, fraudulent, abusive, or violates any laws or carrier policies is strictly prohibited.
  - **Opt-In Requirements:** Customers must ensure that recipients have provided express consent (opt-in) to receive messages. Documentation of consent must be maintained.
  - **Opt-Out Mechanism:** Every message must include a clear and simple mechanism for recipients to opt out of receiving further messages. Upon request, opt-out requests must be honored immediately.
  - **Message Frequency:** Customers must manage message frequency in accordance with industry best practices and carrier guidelines to avoid overwhelming recipients.
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### 4. Prohibited Activities

Customers shall not use the Service to:

- Transmit unsolicited messages or spam.
  - Send content that is illegal, harmful, or infringes upon the rights of others.
  - Engage in practices that could result in carrier or regulatory sanctions, including misrepresenting identity or purpose.
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### 5. Compliance and Regulatory Obligations

- **Legal Compliance:** Customers are responsible for ensuring that their use of the Service complies with all applicable federal, state, and local laws, including but not limited to the Telephone Consumer Protection Act (TCPA) and other relevant regulations.
  - **Carrier and Industry Guidelines:** Customers agree to adhere to the guidelines provided by carriers and industry regulators. Non-compliance may result in suspension or termination of the Service.
  - **Audit Rights:** Service Provider reserves the right to audit customer practices related to message consent and opt-out processes to ensure compliance.
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## 6. Fees and Payment

- **Pricing:** Fees for the Service, including any per-message or recurring charges, will be provided separately. All fees are subject to change with prior notice.
  - **Payment Terms:** Payments are due in accordance with the invoicing terms agreed upon at the time of registration. Late payments may result in suspension or termination of the Service.
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## 7. Limitation of Liability and Indemnification

- **Limitation of Liability:** Service Provider's liability for any claims arising out of or related to the Service shall not exceed one month's worth of the customer's recurring fees. Under no circumstances shall Service Provider be liable for indirect, incidental, or consequential damages.
  - **Indemnification:** Customers agree to indemnify, defend, and hold harmless the Service Provider from any claims, damages, or losses arising from the misuse of the Service or any violation of these Terms.
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## 8. Termination

- **Termination for Cause:** Service Provider may suspend or terminate the Service immediately if a customer breaches any of these Terms or if required by law or carrier regulation.
  - **Customer Termination:** Customers may terminate the Service in accordance with the cancellation procedures provided. Termination will not relieve the customer of any outstanding payment obligations.
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## 9. Amendments

Service Provider reserves the right to modify these Terms at any time. Updated Terms will be posted on our website or provided directly to customers. Continued use of the Service after such modifications constitutes acceptance of the revised Terms.

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## 10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

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## **11. Contact Information**

For questions or concerns regarding these Terms or the Service, please contact:

HelINy  
323 Washington Street, Suite 1  
Hoboken, NJ 07030  
Email: [Info@heliny.com](mailto:Info@heliny.com)  
Phone: (212) 355-0801

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By using the 10DLC messaging Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.