

# Heyoo.ai Data Processing Agreement

*Version: March 2025*

This Data Processing Addendum (the "Addendum") amends the terms of the Heyoo Customer Agreement (the "Agreement") by and between Heyoo HR B.V. and you.

This Addendum will be effective as of the date Heyoo HR B.V. ("Heyoo.ai", "Heyoo", "we", "us", and/or "our") receives digital acceptance from the Customer, as indicated by the required checkbox during license purchase or account setup. By accepting the Heyoo Customer Agreement and checking the required box during account creation or purchase, the Customer enters into this Addendum. This Addendum governs the processing of personal data by Heyoo on behalf of the Customer in the course of providing the Heyoo hosted service ("Hosted Service"). No signature is required. Heyoo maintains a record of acceptance.

The parameters and duration, along with the scope and nature of personal data collection, processing, and utilization outlined in this Addendum, shall align with the specifications set forth in the Agreement. The Addendum's term coincides with the duration of the Agreement.

## I. INSTRUCTIONS

This Addendum is pre-signed by Heyoo and does not require a signature from the Customer. Instead, acceptance is confirmed digitally through a required checkbox during license purchase or account setup. The Customer acknowledges that they are authorized to bind their organization and that this Addendum becomes binding upon digital acceptance. No manual submission is necessary.

## II. EFFECTIVENESS

1. This Addendum is effective as of the date the Customer accepts it digitally. The effectiveness of this Addendum is contingent upon accurate and complete acceptance via the Heyoo platform. Any deletions or revisions made to this Addendum by the Customer render it null and void.

2. The Customer affirms that they possess the legal authority to bind both the Customer and its Affiliates and have the lawful capacity to enter into contracts.
3. This Addendum will cease automatically upon the termination of the Agreement or as earlier terminated in accordance with the terms specified in this Addendum.

## 1. Data Processing Details

<b>Object of processing</b>	Heyoo serves as a processor on behalf of the Client, gathering, maintaining, and handling Personal Data within the framework of their solution platform offered as a service.			
<b>Purpose of processing</b>	Heyoo processes Personal Data to deliver and maintain the Heyoo platform, ensuring smooth operation and access to features like employee referrals.			
<b>Personal data being processed</b>	First name, last name, email address, department, language, IP address, role, job title, employer context, LinkedIn profile data (if connected), and optional profile fields (e.g., profile photo, bio, interests).			
<b>Category of data subjects</b>	<ul style="list-style-type: none"> <li>Platform administrators: Individuals from the Customer's organization who configure campaigns, manage users, or access analytics in the Heyoo dashboard.</li> <li>Client employees: Individuals employed by the Customer who use the Heyoo platform to participate in referral or advocacy campaigns.</li> <li>Referred individuals: Individuals whose data is submitted by Client employees as part of referral campaigns, typically limited to name and contact information.</li> </ul>			
<b>Retention period</b>	Personal data will be retained for as long as the client continues to use Heyoo's services.			
<b>List of sub-processors</b>	<b>Company</b>	<b>Address</b>	<b>Location of processing</b>	<b>Nature of sub-processing</b>
	Vercel Inc.	440 N Barranca Ave #4133 Covina, CA 91723	E.U.	Frontend cloud platform
	Merge.dev	353 Sacramento Street, San Francisco.	U.S.	API integration platform
	OpenAI, L.P.	3180 18th Street, San Francisco, CA 94110	U.S.	AI content generation

	Anthropic PBC	548 Market St PMB 72278, San Francisco, CA 94104	U.S.	AI content generation
	Mistral AI SAS	5 Rue Pleyel, 93200 Saint-Denis, France	France	AI content generation

## 2. DATA PROCESSING TERMS

2.1 Definitions: The terms below shall have the following meanings;

**"Customer Personal Data"** means the personal data Heyoo processes on your behalf while delivering Hosted Service to you, excluding Heyoo Business Contact Data.

**"Heyoo Business Contact Data"** means information handled by Heyoo for billing, sending updates on our latest offerings, enhancing our products and services, offering support, adhering to legal requirements (including requests from law enforcement), securing our services, and averting fraud or reducing risk.

**"Data Protection Legislation"** means European Directives 2002/58/EC, the General Data Protection Regulation, and any legislation or regulation implemented or enacted in accordance with them. This includes amendments, replacements, re-enactments, or consolidations, such as the General Data Protection Regulation.

**"data processor", "personal data", "data subject", "processing" and "appropriate technical and organisational measures"** (written herein as "appropriate technical and organizational measures") shall be interpreted in accordance with applicable Data Protection Legislation; and

**"Hosted Service", "Affiliate" and "Authorized Users"** shall have the meaning set forth in the Agreement (as applicable).

## 3. DATA PROTECTION

3.1 The provisions in this Section 3 are applicable when Data Protection Legislation governs

your processing of Customer Personal Data, and we process such Customer Personal Data while delivering the Hosted Service. We act as the data processor concerning Customer Personal Data.

3.2 The purpose of the data processing is to provide the Hosted Service, and this processing will continue until we discontinue providing any Hosted Service to you. Section 1 of this Addendum (Data Processing Details) delineates the nature and objective of the processing, the categories of Customer Personal Data we handle, and the data subjects whose Customer Personal Data is processed.

3.3 When we process Customer Personal Data in the course of providing Hosted Service to you, we will:

3.3.1 process the Customer Personal Data solely in line with documented instructions provided by you (as specified in this Addendum, the Agreement, or as instructed by you through the Service). In cases where applicable law mandates the processing of Customer Personal Data for a different purpose, we will notify you of this requirement unless such law(s) prohibit disclosure on significant grounds of public interest.

3.3.2 notify you promptly if, in our opinion, an instruction for the processing of Customer Personal Data given by you infringes applicable Data Protection Legislation;

3.3.3 assist you, taking into account the nature of the processing:

- (i) by appropriate technical and organizational measures and where possible, in fulfilling your obligations to respond to requests from data subjects exercising their rights;
- (ii) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to us; and
- (iii) by making available to you all information reasonably requested by you for the purpose of demonstrating that your obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met.

3.3.4 implement and maintain appropriate technical and organizational measures to protect the Customer Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure in accordance with Annex 2. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Customer Personal Data and appropriate to the nature of the Customer Personal Data which is to be protected. We may amend the technical and organizational measures, provided that the new measures do not fall short of the level of security provided by the

specified measures. Substantial changes must be documented;

3.3.5 not give access to or transfer any Customer Personal Data to any third party for the third party's independent use (e.g., not directly associated with providing the Hosted Service) without your prior written consent. You agree to our designation of the subprocessors identified at <https://www.heyoo.com/legal/sub-processors> for the purposes outlined in this Addendum. We retain the right to update the roster of approved subprocessors, providing you with the opportunity to object by terminating the Agreement at your convenience. To receive notifications regarding updates to the subprocessor list, please subscribe at <https://www.heyoo.com/legal/sub-processors>. While involving subprocessors in the processing of Customer Personal Data, we assume responsibility for the conduct and performance of each subprocessor. Our agreement with any such third-party subprocessor will incorporate terms at least as favorable to you as those stated herein and as required by applicable Data Protection Legislation.

3.3.6 ensure that our personnel required to access the Customer Personal Data are subject to a binding duty of confidentiality with regard to such Customer Personal Data;

3.3.7 except as set forth in Section 3.3.5 above or in accordance with documented instructions from you (as set forth in this Addendum or the Agreement or as directed by you through the Service), ensure that none of our personnel publish, disclose or divulge any Customer Personal Data to any third party;

3.3.8 upon expiration or earlier termination of the Agreement, upon your written request, securely destroy or return to you such Customer Personal Data, and destroy existing copies unless applicable laws require storage of such Customer Personal Data; and

3.3.9 on the condition that you and Heyoo have entered into an applicable non-disclosure agreement:

- (i) allow you and your authorized representatives to access and review up-to-date attestations, certifications, reports or extracts thereof from independent bodies (e.g., external auditors, internal audit, data protection auditors) or other suitable certifications to ensure compliance with the terms of this Addendum; or

- (ii) where required by Data Protection Legislation and in accordance with this Section 3.3.9, allow you and authorized representatives to conduct audits or inspections during the term of the Agreement to ensure compliance with the terms of this Addendum. Notwithstanding the foregoing, any audit must be conducted during our regular business hours, with reasonable advance notice to us and subject to reasonable confidentiality procedures. The scope of any audit shall not require us to disclose to you or your authorized representatives, or to allow you or your authorized representatives to access:

- any data or information of any other Heyoo customer;
- any Heyoo internal accounting or financial information;
- any Heyoo trade secret;
- any information that, in our reasonable opinion could: 1) compromise the security of our systems or premises; or 2) cause us to breach our obligations under Data Protection Legislation or our security, confidentiality and/or privacy obligations to any other Heyoo customer or any third party; or
- any information that you or your authorized representatives seek to access for any reason other than the good faith fulfilment of your obligations under the Data Protection Legislation and our compliance with the terms of this Addendum.

In addition, audits shall be limited to once per year, unless 1) we have experienced a Security Breach within the prior twelve (12) months which has impacted your Customer Personal Data; or 2) an audit reveals a material noncompliance. If we decline or are unable to follow your instructions regarding audits or inspections under this subsection 3.3.9, you are entitled to terminate this Addendum and the Agreement for convenience.

3.4 If we become aware of and confirm any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to your Customer Personal Data that we process in the course of providing the Hosted Service (a "Security Breach"), we will notify you without undue delay. For the purpose of such notification, we will use the most recent contact details of your Data Protection Officer (DPO) as provided by you in your company profile settings within the Heyoo application.

3.5 Through use of the Hosted Service, as further described in the Agreement, you may elect to grant third parties visibility to your data or content (which may include Customer Personal Data). You also understand that user profile information for the Hosted Service may be publicly visible. Nothing in this Addendum prohibits (and, for the avoidance of doubt, Sections 3.3.5 and 3.3.7 above do not apply to) Heyoo's making visible your data or content (which may include Customer Personal Data) to third parties consistent with this paragraph, as directed by you through the Hosted Service.

## 4. MISCELLANEOUS

4.1 If you utilize multiple instances of our Hosted Service, you recognize that we have the right to merge data obtained from your use of the Hosted Service to provide integrated services across the suite of Hosted Service you've procured. This integration may include functionalities such as cross-service searches or consolidating notifications from various Hosted Service components. You further acknowledge our ability to analyze information generated by your users for research and analytical purposes, aiming to enhance, benchmark, and advance our Hosted Service. We guarantee that the outcomes of this analysis will not disclose your identity or that of your users, and all such processing will adhere to suitable technical and organizational measures.

4.2 In the case of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum will take precedence. To avoid uncertainty and within the limits permitted by applicable law, any liability under this Addendum will be subject to the relevant terms of the Agreement, encompassing limitations of liability, venue, and jurisdiction. Except for the modifications and amendments explicitly stated in this Addendum, all terms, provisions, and requirements outlined in the Agreement will remain fully effective and govern this Addendum. No supplement, modification, or amendment of this Addendum will be enforceable unless executed in writing by duly authorized representatives of each party. If any provision of the Addendum is deemed illegal or unenforceable in a legal proceeding, that provision will be severed and rendered inoperative, while the rest of this Addendum will remain effective and binding on the parties.