

Heyoo.ai Data Processing Agreement

Version: October 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. 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. 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 affirms that they possess the legal authority to bind their organization and any relevant Affiliates and have the lawful capacity to enter into contracts. This Addendum becomes binding upon digital acceptance. No manual submission is necessary.

2. Effectiveness

- 2.1. 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.

- 2.2. 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.
- 2.3. This Addendum will cease automatically upon the termination of the Agreement or as earlier terminated in accordance with the terms specified in this Addendum.

3. Data Processing Details

Object of processing	Heyoo serves as a processor on behalf of the Client, gathering, maintaining, and handling Personal Data within the framework of its employee advocacy and marketing enablement platform offered as a service.			
Purpose of processing	Heyoo processes Personal Data to deliver and maintain the Heyoo platform, ensuring smooth operation and access to features like employee referrals.			
Personal data being processed	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).			
Category of data subjects	<ul style="list-style-type: none"> Platform administrators: Individuals from the Customer's organization who configure campaigns, manage users, or access analytics in the Heyoo dashboard. Client employees: Individuals employed by the Customer who use the Heyoo platform to participate in referral or advocacy campaigns. 			
Retention period	Personal data will be retained for as long as the client continues to use Heyoo's services and will be deleted or returned within 30 days following contract termination unless otherwise required by law.			
List of sub-processors	Company	Address	Location of processing	Nature of sub-processing
	Vercel Inc.	440 N Barranca Ave #4133 Covina, CA 91723, United States of America	Germany	Hosting provider and database
	OpenAI Inc.	3180 18th Street, San Francisco, CA 94110, United States of America	U.S.	AI content generation
	Anthropic PBC	548 Market St PMB 72278, San Francisco, CA 94104, United States of America	U.S.	AI content generation

	Mistral SAS	5 Rue Pleyel, 93200 Saint-Denis, France	France	AI content generation
	Gleap GmbH	Am Dorfplatz 3 6858 Schwarzach Austria	Austria	Customer support chat and ticket handling
	Stripe Inc.	354 Oyster Point Boulevard, South San Francisco, CA 94080, United States of America	U.S.	Payment provider (customer billing)
	PostHog Inc.	2261 Market St., #4008, San Francisco, CA 94114, United States of America	U.S.	Application analytics to improve Heyoo's service
	Plus Five Five Inc. (Resend)	2261 Market Street #5039 San Francisco, CA 94114, United States of America	U.S.	Email sending service for application emails (e.g. weekly reminders to post)

4. Data Processing Terms

4.1. 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, service updates, product improvements, support, legal compliance, service security, and fraud prevention.

"Data Protection Legislation" means European Directives 2002/58/EC, the General Data Protection Regulation (GDPR), and any implementing legislation.

"data processor", "personal data", "data subject", "processing", and "appropriate technical and organisational measures" have the meanings under applicable Data Protection Legislation.

"Hosted Service", "Affiliate", and "Authorized Users" shall have the meaning set forth in the Agreement.

4.2. Applicability

These provisions apply when Data Protection Legislation governs your processing of Customer Personal Data, and we process such data while delivering Hosted Service. We act as the data processor concerning Customer Personal Data.

4.3. Purpose and Scope

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.

4.4. Our Commitments

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

- 4.4.1. 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.
- 4.4.2. Notify you promptly if, in our opinion, an instruction for the processing of Customer Personal Data given by you infringes applicable Data Protection Legislation.

- 4.4.3. 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.
- 4.4.4. 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 1. 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.
- 4.4.5. 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 in this Addendum for the purposes outlined herein. We retain the right to update the roster of approved subprocessors, providing you with the opportunity to object by terminating the Agreement. While involving subprocessors in the processing of Customer Personal Data, we assume responsibility for their conduct and performance. 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.

- 4.4.6. 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.
- 4.4.7. Except as otherwise agreed or directed by you, ensure that none of our personnel publish, disclose or divulge any Customer Personal Data to any third party.
- 4.4.8. Upon expiration or earlier termination of the Agreement, upon your written request, securely destroy or return to you such Customer Personal Data within 30 days of contract termination, and destroy existing copies unless applicable laws require storage of such Customer Personal Data.
- 4.4.9. 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, 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. 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 information of other customers, internal accounting, trade secrets, or data that could compromise the security or violate obligations to other parties.

In addition, audits shall be limited to once per year, subject to reasonable fees and resource availability, unless a Security Breach occurred or an audit reveals material noncompliance. If we decline or are unable to follow your instructions regarding audits or inspections, you are entitled to terminate this Addendum and the Agreement for convenience.

4.5. Security Breach Notification

We will notify you without undue delay after confirming any accidental, unlawful, or unauthorized access, destruction, or loss of your Customer Personal Data.

4.6. Third-Party Visibility

Heyoo enables data visibility to third parties only as directed by you via the Hosted Service. No user profile data is publicly visible by default. All data sharing is controlled by the Customer's internal usage of the platform and is not made publicly accessible through Heyoo. This is not considered disclosure by Heyoo for independent third-party use.

4.7. Use of Personal Data for AI Functionality

Heyoo may use specific profile attributes (such as job title, role, age range, or employer context) to enable AI-powered content suggestions within the Hosted Service. Where such data is processed using third-party infrastructure (e.g., AI providers), Heyoo ensures:

- Only pseudonymized or minimized data is shared;
- Direct identifiers (such as names, email addresses, or social profile links) are not intentionally shared;
- Reasonable safeguards are implemented to reduce re-identification risk;
- Free-text inputs are customer-controlled, and Heyoo encourages responsible use of such fields.

All such processing remains within the scope of the Agreement and this Addendum, and Heyoo remains accountable for its subprocessors' compliance with applicable Data Protection Legislation.

5. Miscellaneous

This section includes additional provisions related to analytics, legal effect, and administrative aspects of this DPA.

5.1. Use of Platform Analytics

We may analyze data generated through your use of the Hosted Service to improve, benchmark, and develop our platform. All outputs are aggregated and anonymized, and we do not disclose the identity of your company or users. Such processing is subject to appropriate technical and organizational safeguards.

5.2. Precedence and Legal Effect

If this Addendum conflicts with the Agreement, this Addendum takes precedence for data protection matters. All other Agreement terms, including liability and jurisdiction, remain in effect. Changes to this Addendum require written agreement by both parties.

5.3. Severability

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.

5.4. Customer Privacy Contact Information (Optional Fields in Account Settings)

Customers may optionally provide the following details in their Heyoo account interface:

- Company Name
- Privacy Contact or DPO Name
- Contact Email
- Date of Acceptance (automatically stored)

This is for internal reference and does not amend this Addendum.

Annex 1: Technical and Organisational Measures (TOMs)

- Data encrypted in transit (TLS) and at rest
- Role-based access control with least privilege
- Authentication and logging of access
- Employee training and confidentiality agreements
- Secure software development lifecycle (SDLC)
- Monitoring and incident response procedures
- Regular vulnerability assessments and remediation tracking
- Independent security testing as needed