

Terms of Service

The commercial agreement that governs your use of Heyou — what we provide, what you provide, and how we handle data, AI, and disputes between us. Governed by Israeli law; venue in Tel Aviv.

Version 2.9

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heyou.io/heyou-terms-and-conditions/

These Terms of Service (these "ToS") are entered into by and between Heyou Research and Development Ltd, a company incorporated under the laws of the State of Israel (the "Company" or "Heyou"), and the customer identified in the Order Form that references these Terms of Service (the "Customer"). The Company and Customer are each referred to herein as a "Party" and collectively as the "Parties."

1. Definitions

Services means the Heyou relationship intelligence platform and related APIs, agents, mobile and web applications, and professional services, as described in the applicable Order Form.

Customer Data means data that the Customer, acting through its admins or Authorized Users in the course of their work for Customer, makes available to the Services at the organizational level, including: (i) CRM, employee directory, and corporate email and calendar metadata accessed via Customer-authorized integrations; (ii) professional network data contributed by Authorized Users, meaning professional connections, public posts, and public profile fields that a User is exposed to through the User's authenticated session on professional platforms and contributed to the organization's relationship graph in the course of the User's work for Customer; (iii) employee directory and org-graph data; (iv) relationship signals derived from the foregoing; and (v) outputs generated by Heyou agents. Customer Data is held at the organization tenant level.

User Data means data an Authorized User connects to the Services from personal resources — resources that are intrinsically personal rather than professional, such as a private email account, a personal messaging app, or direct private one-to-one messages on a professional network visible only to that User. User Data is held at the User level and is not available to the Customer, including Customer admins, or to other Authorized Users unless the Authorized User affirmatively chooses to share specific User Data with the organization. Heyou never ingests the content of personal messages connected as User Data — only metadata such as from, to, timestamp, and similar signals used to infer relationship strength. This concerns an Authorized User's communications with other people and does not restrict Heyou from processing a question an Authorized User addresses to Heyou through a Heyou messaging channel in order to answer it.

Authorized Users means Customer's employees and contractors permitted to access the Services under Customer's account.

Order Form means a mutually executed ordering document referencing these ToS.

Documentation means the product documentation made available by Heyou, as updated.

Service Level Addendum means an addendum to these ToS, executed with or referenced in an Order Form, setting out support response targets, escalation procedures, and any related commitments for the Services.

Confidential Information has the meaning given in Section 9.

Subscription Term means the term stated in the Order Form, including any period during which prepaid credit remains available under it.

Effective Date means the date stated in the Order Form or, absent one, the date of its last signature.

2. Access and License

Subject to Customer's and its Authorized Users' continued compliance with these ToS (including the use restrictions in Section 2 and Customer's responsibilities in Section 3), the Acceptable Use Policy, the Documentation, and the applicable Order Form, and conditioned on Customer's timely payment of all applicable fees, Heyou grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Subscription Term to permit its Authorized Users to access and use the Services solely for Customer's internal business purposes and only up to the usage volumes, user counts, and other entitlements set forth in the applicable Order Form. No rights are granted by implication, estoppel, or otherwise, and all rights not expressly granted in these ToS are reserved by Heyou and its licensors.

Restrictions on Use

Customer and its Authorized Users will not, and will not permit or encourage any third party to:

- (a) copy, modify, translate, or create derivative works of the Services or any part of them;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming interfaces, or non-public aspects of the Services, except and only to the extent that applicable law expressly permits such activity notwithstanding this restriction;
- (c) probe, scan, or test the vulnerability of the Services, or breach or circumvent any security, authentication, or rate-limiting measures, except through Heyou's coordinated vulnerability disclosure program;
- (d) perform intrusive security research, penetration testing, red-teaming, or similar activity against the Services without Heyou's prior written approval, except for good-faith vulnerability reporting under Heyou's coordinated vulnerability disclosure process;
- (e) access the Services to build, train, or benchmark a competing product or service, or copy the Services' features or user interface;
- (f) use any automated system, robot, spider, or similar means to access the Services other than Heyou-provided APIs used in accordance with the Documentation;
- (g) remove, obscure, or alter any proprietary notices; or
- (h) resell, sublicense, rent, lease, or otherwise make the Services available to any third party.

Nothing in this Section prevents Customer or an Authorized User from reporting a suspected vulnerability to dpo@heyoudotio in good faith under Heyou's coordinated vulnerability disclosure program.

3. Customer Responsibilities

Customer is responsible for:

- (a) the accuracy, quality, and legality of Customer Data and the means by which Customer acquired it;
- (b) honoring data-subject rights, including requests for access, rectification, erasure, restriction, portability, objection, and equivalent rights under applicable law, including by removing affected data from Customer's tenant and ensuring it is not reintroduced through subsequent integration syncs;
- (c) using the Services in accordance with the Acceptable Use Policy, including the prohibition on using AI-generated outputs to make decisions that produce legal or similarly significant effects on individuals;
- (d) securing its own credentials, SSO configuration, and API keys;
- (e) ensure that Authorized Users comply with these ToS;
- (f) determining whether the Services are appropriate for Customer's regulatory context; and
- (g) ensuring that Customer's and Authorized Users' connection and use of the Services with third-party platforms complies with the terms of service and acceptable use policies of those platforms. By connecting a third-party account, Customer and the relevant Authorized User authorize Heyou to access that platform on the Authorized User's behalf solely to perform the requested read-oriented analysis and product functions, and only to access information the Authorized User would otherwise be able to access in the normal course of using that platform. Heyou does not use this authorization to write back to third-party services or perform externally visible engagement actions on behalf of users. Separately from that authorization, where Customer connects a CRM such as Salesforce or HubSpot, Heyou may write Heyou-generated relationship records into Customer's own CRM instance so that the intelligence is available in the systems Customer already uses. Heyou does not operate a general-purpose public web crawler and is not designed to bulk-harvest external platforms. Where Heyou reads professional context from user-authorized sources, processing is scoped to the authorized user context, customer configuration, and applicable product controls.

Heyou may provide templates, sample notices, and other compliance assistance on request. Heyou does not provide legal advice; Customer remains responsible for its compliance obligations.

Changes to Connected Sources

Heyou may modify, suspend or discontinue support for a third-party source or access method where reasonably necessary because of a change in law, a change in the provider's terms or technical access, a provider's request or restriction, or a security risk. Heyou will notify Customer as soon as practicable. This does not suspend or terminate the rest of the Services, and where commercially reasonable Heyou will offer another way to provide similar information.

4. Fees and Payment

Fees are as set out in the Order Form. Unless the Order Form states otherwise, fees are invoiced annually in advance, payable net 30 days, non-refundable except as expressly stated, and exclusive of taxes. Heyou may suspend Services for non-payment only after written notice and an opportunity to cure.

Orders Charged per Booked Meeting

This subsection applies where an Order Form charges Customer per booked meeting. Where the Order Form says otherwise, the Order Form applies. The fee is for a recommendation that converts into a booked meeting. Heyou recommends people and paths; it does not contact anyone and does not book meetings. Customer's team does both.

Accounts. An account is a company as recorded in Customer's CRM where Customer connects one, which may be a business unit of a larger company, and otherwise a company identified by its email domain.

Recommendations. Heyou recommends people for Customer to reach (each a "target"), with a path, a reason, or an action, in the Services and in answers through any Heyou interface, including Slack, WhatsApp, Claude, and other connected clients. A recommendation is an item Heyou labels as a recommendation when it shows it, and records at that time in the Services with the target, their role, their account and its size, the rate tier, and the date. Anything not so labeled and recorded, including looking a person up, explaining a relationship, an answer about a named person or company, or naming someone only as a connector on the way to someone else, is not a recommendation and is not charged. An Order Form may refer to recommendations as Moves. Customer may accept a recommendation in the Services to signal that its team will act on it.

Customer controls who Heyou recommends. In the Services and through its CRM connection, Customer defines, using the fields and rules the Services support as described in the Documentation and by adding accounts and people by hand, the accounts and people Heyou is not to recommend, including accounts Customer considers to be in an active deal or already being worked by its team. Where Customer connects its CRM, accounts it shows as current customers are excluded unless Customer chooses otherwise. Heyou applies the exclusions in effect when it recommends, and lists sync from Customer's CRM at the interval stated in the Documentation. A target or account excluded at the time of the recommendation is not charged. A target or account that is not excluded may be recommended and charged even where Customer was already in contact with them, including early in a deal, since the recommendation then helps move the deal forward.

Customer may also reject a recommendation, in the Services or in writing, at any time before a meeting with the target is booked. Rejection closes the recommendation: its period ends, it is not an open recommendation for paragraph (b) below, Heyou stops recommending that target, and no meeting is charged under it. A rejection after the meeting is booked does not affect that meeting. If Heyou sees a meeting with a rejected target booked in Customer's calendar, it may ask Customer about it.

Charged meetings. A recommendation converts, and is charged (an "Attributed Meeting"), when Customer books a business meeting within ninety (90) days after the recommendation, whatever route Customer's team took to it and whether or not it used the path Heyou showed, and either (a) the target is on the meeting's invite, whether or not they attend, or (b) the meeting is the first meeting Customer holds with anyone at the target's account since the recommendation, whoever attends. Paragraph (b) applies once per account; after it, meetings at the account with people Heyou did not recommend are not charged. The booking date is the date the meeting's calendar event is created; the meeting date is the date it is scheduled to take place. Where, within those ninety (90) days, Customer's CRM shows an opportunity created for the account, the period runs to six (6) months after the recommendation. These periods continue after the Order Form ends, except where Customer terminates for Heyou's uncured material breach or insolvency. A further recommendation of the same target does not extend an open period; a new period opens only if Heyou recommends the target again after the previous period has ended, or under a new Order Form.

Each recommendation is charged once, for the first Attributed Meeting that follows it, so later meetings with the same target are not charged. A meeting is charged once, however many targets are on its invite, at the highest tier among their recommendations, and all their recommendations are used. A meeting charged under

paragraph (b) uses the earliest open recommendation at that account, at that recommendation's tier; the others stay open. A meeting is charged when booked; rescheduling or moving it does not change the charge or charge it again.

Rate tier. The tier follows the role and company size recorded in the recommendation, applied to the rate card in the Order Form. The Services show the tier recorded for each recommendation, so the most a recommendation can cost is visible before Customer acts on it. Heyou does not look up or record the role of anyone it did not recommend.

What Customer does not pay for. A meeting is not charged, and a charge for it is returned, where:

- (a) Excluded. The target or their account was on Customer's exclusion lists when Heyou recommended them. These lists are kept in the Services and synced from Customer's CRM. Where the CRM already showed the target or account in a way that would put them on a synced list, but the sync had not yet run, the meeting is also not charged.
- (b) Rejected. The recommendation was rejected before the meeting was booked.
- (c) Wrong information. The target, their role, their account, or the path Heyou showed was materially different from what Heyou recorded. The charge is removed or, where only the tier is affected, corrected.
- (d) Not a sales meeting. The meeting was an event with many participants, a meeting in which the other side was offering something to Customer, or a recruiting or personal meeting.
- (e) Not booked, or charged twice. The meeting was not booked, or the charge repeats a meeting or a recommendation already charged.
- (f) Wrong tier. The tier charged differs from the tier that follows from this subsection. The charge is corrected.
- (g) Any other reason. Any other case in which Customer believes a charge should not apply, explained and supported by evidence such as screenshots, including a meeting the other side cancelled and did not reschedule. Heyou's customer success team considers it in good faith.

The route Customer's team took after the recommendation, including whether it used the path Heyou showed, and the outcome of a meeting, are not on their own reasons for a charge to be returned.

Counting and reporting. Heyou counts meetings from the company calendars administered by Customer that Customer connects, on Google Workspace, Microsoft 365, or another provider the Services support, and, where Customer connects it, Customer's CRM. These records are the record of meetings, absent manifest error. Customer uses reasonable efforts to keep connected the company calendars of the Authorized Users who act on recommendations while the Order Form is in effect, and Heyou shows Customer in the Services which of those calendars are disconnected. Customer reports in writing, within ten (10) business days of booking, any Attributed Meeting that Heyou cannot see, including because a calendar is disconnected and including after the Order Form ends. When the Order Form ends, Heyou gives Customer the list of targets and accounts whose periods are still open and the date each closes, and when the last period closes Customer confirms in writing which of them it has booked a meeting with. If Heyou believes an Attributed Meeting was not reported, it may ask, and Customer answers within ten (10) business days. Reports and confirmations under this paragraph are sent to Customer's Heyou customer success contact or to support@heyoudotio. Once the last period under an Order Form has closed and every dispute window on it has passed, Heyou deletes the identities of the targets as set out in the Data Retention and Deletion Schedule, keeps only the charge records described there, and is not required to answer questions about specific targets.

Charges. An Attributed Meeting is charged on its booking date and counts against Customer's prepaid balance from that date. Where the balance is exhausted, Attributed Meetings booked within their periods, including after

the Order Form ends, are deducted from credit Customer later purchases or, if Customer does not purchase credit, invoiced at the rates in the Order Form when the last period under the Order Form closes. Each charge is listed in the first monthly statement after the booking date. Heyou emails the statement to up to three contacts Customer names, including its billing contact, listing each charge with the recommendation, the account, the booking date, the meeting date, and the tier. A statement is deemed received on the business day after it is emailed.

Low balance. When Customer's remaining prepaid balance is less than twice the highest rate in the Order Form's rate card, Heyou pauses new recommendations until Customer adds credit and notifies Customer in writing. Recommendations already shown continue, and meetings booked from them are charged as set out under Charges.

Prepaid balance. The prepaid balance is non-refundable. Any balance unused when the last period under the Order Form closes is forfeited, unless the Order Form provides for it to carry into a renewal. The only exceptions are the refunds expressly provided in Section 16 and the case where Customer terminates for Heyou's uncured material breach or insolvency, in which case Heyou refunds the unused balance within thirty (30) days and all open periods end.

Disputes. Customer's admin disputes a charge with Customer's Heyou customer success contact or by email to support@heyoudotio, stating which paragraph under What Customer does not pay for applies, with its reasoning and any supporting evidence such as screenshots, within ten (10) business days after the later of the statement listing the charge and the meeting date. A charge not disputed within that time is accepted, except under paragraphs (a), (b), (e), and (f), which Customer may raise until six (6) months after the last period under the Order Form closes. A disagreement about an unreported meeting follows the same steps. While a dispute is open, the disputed amount is not counted as used; undisputed charges stand. Heyou's customer success team answers within five (5) business days with Heyou's records. If the parties have not agreed within a further ten (10) business days, a senior person from each side tries to resolve the dispute together. Heyou's calendar and CRM records are prima facie evidence, absent manifest error, of whether and when a meeting was booked and whether a target was on its invite; any other question the senior persons cannot resolve may be taken to the courts under Section 15, and nothing in this paragraph limits either Party's rights under that Section. An accepted dispute returns the charge to the prepaid balance. Heyou may also return a charge at its discretion. If more than twenty percent (20%) of the charges in a calendar quarter are returned, the parties review Customer's targeting and exclusions together before the next statement. Heyou keeps recommendation and charge records as set out in the Data Retention and Deletion Schedule, and keeps the records needed for an open dispute until it closes.

5. Support and Service Levels

Heyou will provide support services for the Services through the channels and during the hours stated in the applicable Service Level Addendum or, absent one, in Heyou's then-current Documentation. Specific response targets, resolution targets, escalation procedures, and any associated service credits are set out only in a signed Service Level Addendum referenced in an Order Form. Where no Service Level Addendum is in effect, support is provided on a commercially reasonable basis without specific timing commitments, and nothing in these ToS is a representation of uptime or availability.

Service-level commitments do not apply to, and any time-based targets are tolled during: (a) issues caused by third-party software, integrations, or systems outside Heyou's control; (b) issues resulting from Customer's or any Authorized User's use of the Services other than in accordance with these ToS, the Documentation, or

the Acceptable Use Policy; (c) scheduled maintenance and system updates, for which Heyou will give Customer reasonable advance notice; and (d) any free, beta, evaluation, or no-charge use of the Services.

6. Term and Termination

These ToS begin on the Effective Date and continues for the Subscription Term stated in the Order Form, renewing for successive terms unless either party gives written notice of non-renewal in accordance with the Order Form. Either party may terminate for material breach not cured within the applicable cure period or immediately if the other party becomes insolvent. On termination, Customer's access ends, and Customer Data is handled per Section 10.

7. Intellectual Property

As between the Parties, Customer retains all right, title and interest that Customer has in Customer Data. Customer hereby grants Heyou and its affiliates and subcontractors a non-exclusive, worldwide, royalty-free right and license to host, copy, transmit, process, display, and otherwise use Customer Data and User Data as necessary to provide, secure, support, and improve the Services and to perform Heyou's rights and obligations under these ToS, the DPA, and the applicable Order Form. As between the Parties, Heyou exclusively owns and retains all right, title, and interest, including all intellectual property rights, in and to the Services, the underlying software, source code, models, algorithms, architectures, training data, weights, configurations, know-how, methodologies, templates, user interfaces, the Documentation, and all improvements, enhancements, modifications, derivative works, and customizations thereto, whether developed by Heyou alone or jointly with or at the request or suggestion of Customer or any Authorized User. All rights not expressly granted to Customer in these ToS are reserved by Heyou and its licensors.

Heyou may collect, generate, and use aggregated, de-identified, anonymized, or statistical data derived from or relating to the operation, configuration, performance, and use of the Services ("Usage Data"), and Heyou will own all right, title, and interest in and to such Usage Data. Heyou may use Usage Data on a perpetual, irrevocable, worldwide, royalty-free basis for any lawful business purpose, including to operate, secure, support, benchmark, develop, and improve the Services and Heyou's other products and services, provided that such Usage Data does not identify, and is not used to identify, Customer, any Authorized User, any Data Subject, any other natural person, or Customer-specific business processes.

Heyou does not use Customer Data or User Data to train third-party generative AI foundation models. Heyou may use Customer Data and derived signals to improve proprietary non-generative relationship-scoring, classification, calibration, and path-ranking models only as permitted by these ToS, our Data Processing Addendum ("DPA"), and the applicable Order Form. Nothing in these ToS grants Customer any rights in Heyou's intellectual property other than the limited license granted in Section 2.

Notwithstanding the foregoing and the Usage Data paragraph above, data Heyou receives from Google Workspace APIs, including a connected Google Calendar, is additionally subject to the Google API Services User Data Policy, including its Limited Use requirements. Heyou does not use such data to develop, improve, or train generalized or non-personalized AI or machine-learning models; learning derived from it is confined to the personalized model serving the Authorized User from whose account the data was authorized. This paragraph applies only to data received from Google Workspace APIs and does not restrict Heyou's use of any other Customer Data or User Data. Heyou's rights in its own models, algorithms, architectures, weights, and methodologies are unaffected by this paragraph. Heyou's handling of Google user data is described in the Google Workspace Integrations section of the Privacy Policy.

8. Feedback

If Customer provides feedback, Heyou may use it without obligation. Heyou will not attribute feedback to Customer or any individual without consent.

9. Confidentiality

"Confidential Information" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential. It excludes information that (a) the recipient knew lawfully before disclosure without a duty of confidentiality, (b) becomes public through no breach, (c) the recipient develops independently, or (d) the recipient receives lawfully from a third party without a duty of confidentiality. A recipient may disclose Confidential Information where required by law, after giving prompt notice where legally permitted and disclosing only what is required.

Each party will protect the other's Confidential Information using at least the same standard of care it uses for its own confidential information, and no less than a reasonable standard of care. Each party will use the other party's Confidential Information only to perform under these ToS and will disclose it only to personnel and advisors with a need to know and bound by similar confidentiality obligations. Confidentiality obligations survive termination in accordance with the applicable agreement; trade secrets remain protected for as long as they remain trade secrets.

10. Privacy, Data Export and Deletion

Heyou processes Personal Data in Customer Data as Processor under the DPA and, for the recommendation and charge records described in the Data Retention and Deletion Schedule, as independent controller as stated in the DPA. The Privacy Policy describes Heyou's processing as controller of website, account, and marketing data. The Services are not a system of record; Customer retains its source systems and is responsible for backing them up.

The Privacy Policy and the DPA are incorporated by reference into these ToS.

Customer Export. During the Subscription Term and for thirty (30) days after it ends, Customer's admin may request the Customer Export, which Heyou provides in a standard file format through a secure, encrypted link. The Customer Export consists only of the recommendations Heyou made to Authorized Users, including those approved and those rejected, each with the relationship path, reasoning, and status shown in the Services, other than recommendations drawn from User Data that a User has not shared with the organization. At Customer's choice, Heyou also returns, within the same thirty (30) days and in a machine-readable format, the organizational-tier Customer Data it holds that Customer or its Authorized Users made available to the Services, such as CRM and calendar projections and contributed professional-network data. Relationship graphs, scores, other derived signals, and Heyou's software, models, and methods are deleted, not returned. At the end of that thirty (30) day period, Heyou deletes Customer Data from production systems, and backups expire within a further thirty (30) days. This does not apply where retention is required by law, or to the recommendation and charge records needed to charge meetings under an Order Form, which are kept as set out in the Data Retention and Deletion Schedule.

11. Warranties

Heyou warrants that: (a) the Services will perform materially in accordance with the Documentation; (b) Heyou will not materially decrease the security or functionality of the Services during the Subscription Term; and (c) Heyou will perform the Services in a professional and workmanlike manner.

Customer warrants that it has the right to provide Customer Data to Heyou, that Customer's use of the Services complies with applicable law, and that Customer has given any notices and obtained any consents required from its employees and from third parties whose personal data is processed.

Except as expressly stated, the Services are provided "as is." Heyou disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. Heyou does not warrant that AI-generated outputs, including suggested introduction paths, draft messages, or relationship scores, are accurate, complete, or suitable for any specific purpose. Customer is responsible for reviewing and validating such outputs before acting on them.

12. Indemnification

By Heyou

Heyou will defend Customer and its officers, directors, and employees (the "Customer Indemnitees") against any third-party claim, suit, or proceeding ("Claim") to the extent alleging that the Services, when used by Customer in accordance with these ToS, the Documentation, and the applicable Order Form, directly infringe a valid patent, registered copyright, registered trademark, or misappropriate a trade secret of such third party, and will indemnify the Customer Indemnitees for damages, settlement amounts, and reasonable attorneys' fees finally awarded by a court of competent jurisdiction or agreed in a settlement approved by Heyou.

If the Services become, or in Heyou's reasonable opinion are likely to become, the subject of an infringement Claim, Heyou may, at its option and expense: (i) procure for Customer the right to continue using the Services; or (ii) modify or replace the Services so that they are non-infringing without materially diminishing their functionality.

Heyou will have no obligation under this Section to the extent any Claim arises out of or relates to: (a) Customer Data, User Data, or any other materials, data, or content provided, uploaded, or made available by or on behalf of Customer or any Authorized User; (b) use of the Services in combination with any software, hardware, data, service, or system not provided or authorized in writing by Heyou, where the Claim would have been avoided absent such combination; (c) modifications to the Services not made or authorized by Heyou; (d) use of the Services other than in accordance with these ToS, the Documentation, the Acceptable Use Policy, or applicable law; (e) Customer's continued use of an allegedly infringing version of the Services after Heyou has made a non-infringing version available; or (f) any free, beta, evaluation, or no-charge use of the Services. This Section states Heyou's sole and exclusive liability, and Customer's sole and exclusive remedy, for any Claim of infringement or misappropriation of intellectual property rights.

Heyou will additionally defend the Customer Indemnitees against any third-party Claim, and indemnify them for damages, regulatory fines, settlement amounts, and reasonable attorneys' fees finally awarded or agreed in a settlement approved by Heyou, to the extent directly arising from Heyou's violation of applicable data protection laws or the DPA in connection with Heyou's processing of Customer Data. Heyou will have no obligation under this paragraph to the extent a Claim arises from any act, omission, system, or third-party service of Customer, any

Authorized User, or any other provider, or from Customer Data or User Data itself. This data protection indemnity is subject to the Procedure subsection below and to the Heyou Data Protection Liability cap in Section 13.

By Customer

Customer will defend, indemnify, and hold harmless Heyou and its affiliates, and their respective officers, directors, employees, agents, and representatives (the "Heyou Indemnitees") from and against any and all Claims brought by a third party, and will pay all damages, fines, penalties, settlement amounts, and reasonable attorneys' fees finally awarded against the Heyou Indemnitees by a court of competent jurisdiction or agreed in a settlement, to the extent arising out of or relating to: (a) Customer Data, User Data made available to Heyou by or through Customer or any Authorized User, or any other materials, data, or content provided, uploaded, transmitted, or otherwise made available by or on behalf of Customer or any Authorized User, including any allegation that such data or content infringes, misappropriates, or violates any intellectual property right, privacy right, publicity right, or other right of any third party, or violates any applicable law; (b) Customer's or any Authorized User's breach of Section 3 (Customer Responsibilities), Section 9 (Confidentiality), or the Acceptable Use Policy; (c) Customer's or any Authorized User's violation of applicable law, including data-protection, employment, and labor laws, or violation of the terms of service or acceptable use policies of any third-party platform connected to the Services; (d) any decision or action taken by Customer or any Authorized User in reliance on outputs of the Services in breach of Section 3 or the Acceptable Use Policy; or (e) Customer's or any Authorized User's gross negligence, willful misconduct, or fraud.

Procedure

The indemnified party will provide the indemnifying party with prompt written notice of any claim for which indemnification is sought, provided that failure to provide timely notice will not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure. The indemnifying party will have the right to assume sole control of the defense and settlement of any such claim, including the selection of counsel reasonably acceptable to the indemnified party. The indemnified party will reasonably cooperate with the indemnifying party in the defense of the claim, including by making available relevant records, personnel, and information, at the indemnifying party's expense. The indemnified party may participate in the defense at its own expense with counsel of its own choosing.

The indemnifying party will not consent to the entry of any judgment or enter into any settlement that (i) admits fault or liability on behalf of the indemnified party, (ii) imposes non-monetary obligations or restrictions on the indemnified party, or (iii) does not include an unconditional release of the indemnified party from all liability with respect to the claim, in each case without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. If the indemnifying party does not assume control of the defense within a reasonable period after receiving notice, the indemnified party may defend the claim at the indemnifying party's expense.

13. Limitation of Liability

Exclusion of Consequential Damages

To the maximum extent permitted by applicable law, neither Party will be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or related to these ToS, regardless of the theory of liability (whether in contract, tort, strict liability, or otherwise) and even if the Party has been advised of the possibility of such damages.

Cap on Aggregate Liability

Except with respect to Excluded Claims (defined below), each Party's total cumulative liability arising out of or related to these ToS, whether in contract, tort (including negligence), strict liability, or otherwise, will not exceed the greater of (i) the aggregate fees actually paid or payable by Customer to Heyou under the applicable Order Form during the twelve (12) month period immediately preceding the event giving rise to the claim and (ii) Customer's prepaid balance under that Order Form at the time of that event. The return of a charge under Section 4 is not a liability claim and does not count toward this cap.

Excluded Claims means: (a) Customer's payment obligations; (b) either Party's indemnification obligations under Section 12, except Heyou's data protection indemnity, which is subject to the Heyou Data Protection Liability cap below; (c) Customer's or its Authorized Users' breach of Section 2 (Restrictions on Use) or willful breach of the Acceptable Use Policy; and (d) either Party's gross negligence, willful misconduct, or fraud.

Heyou Data Protection Liability. Notwithstanding the foregoing cap, Heyou's total cumulative liability for claims arising from Heyou's violation of applicable data protection laws or the DPA in connection with its processing of Customer Data will not exceed two times (2×) the aggregate fees actually paid by Customer to Heyou under the applicable Order Form during the twelve (12) month period immediately preceding the event giving rise to the claim.

14. Publicity

Heyou may list Customer's name and logo on its website and investor materials, unless Customer opts out in writing.

15. Governing Law and Disputes

These ToS are governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles. Each Party irrevocably submits to the exclusive jurisdiction of the competent courts located in Tel Aviv, Israel for the resolution of any dispute arising out of or related to these ToS, and each Party waives any objection to venue or jurisdiction in such courts. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

16. General

Severability. If any provision of these ToS is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if it cannot be so modified, severed from these ToS, and the remaining provisions will continue in full force and effect.

Waiver. No failure or delay by either Party in exercising any right, power, or remedy under these ToS will operate as a waiver, nor will any single or partial exercise preclude any further exercise. Any waiver must be in writing and signed by the waiving Party to be effective, and a waiver of any breach will not constitute a waiver of any subsequent breach.

No Third-Party Beneficiaries. These ToS are for the sole benefit of the Parties and their permitted successors and assigns. Nothing in these ToS, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

Relationship of the Parties. The Parties are independent contractors. Nothing in these ToS creates any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has authority to bind the other or to incur any obligation on the other's behalf.

Force Majeure. Heyou will not be liable, and will not be deemed in breach of these ToS, for any failure or delay in performance of its obligations to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, earthquake, war, terrorism, civil unrest, government action, epidemics or pandemics or, labor disputes.

Survival. Any provision of these ToS that by its nature or express terms is intended to survive termination or expiration will so survive, including provisions relating to definitions, fees and payment accrued prior to termination, the Orders Charged per Booked Meeting subsection of Section 4 for the periods it describes and the prepaid balance available under it, intellectual property, confidentiality, data export and deletion, indemnification, disclaimers, limitations of liability, governing law and disputes, and this General section.

Headings and Construction. Section headings are for convenience only and do not affect the interpretation of these ToS.

Neither party may assign these ToS without the other's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees to be bound.

Legal notices are sent to the addresses identified in the Order Form or applicable agreement.

Changes to these ToS and Incorporated Documents. Heyou may update these ToS and the documents incorporated into them (the DPA, Acceptable Use Policy, and Data Retention and Deletion Schedule) by posting the updated version on its website. A material update is one that reduces Customer's rights or Heyou's obligations. Heyou will notify Customer by email, at the notice address in the Order Form, at least thirty (30) days before a material update takes effect. If Customer objects in writing within those thirty (30) days, the version in effect before the update continues to apply to Customer for the rest of the then-current Subscription Term, and the updated version applies from the next renewal or Order Form.

The objection right does not apply to an update required by applicable law, a regulator, or a third-party platform on which the Services depend. Such an update takes effect when required, and Heyou will give as much notice as reasonably possible. If the update is materially adverse to Customer, Customer may terminate the affected Order Form by written notice within thirty (30) days of Heyou's notice and receive a refund of prepaid fees for the unused portion of the Subscription Term, or of any unused prepaid balance. Changes to the Subprocessor List are governed only by the notice and objection process in the DPA. The Privacy Policy describes Heyou's processing and is updated as it states; its Google Workspace Integrations section will not be changed to reduce the commitments in it during a Subscription Term.

Updates that are not material, including updates that add protections or that describe new optional features applying only if Customer uses them, take effect when posted. Except where required by law, no update will reduce the protection of Customer Data or User Data during a Subscription Term. Heyou may update the Documentation at any time, subject to Section 11.

The Order Form, any Service Level Addendum, the DPA (including the Standard Contractual Clauses where they apply), these ToS, the Acceptable Use Policy, the Data Retention and Deletion Schedule, the Subprocessor List, and the Documentation constitute the entire agreement. In case of conflict, the order of precedence is: (1) the Standard Contractual Clauses, for the transfers they govern; (2) for the Processing of Personal Data, the DPA and the Google Workspace Integrations section of the Privacy Policy, which an Order Form may narrow but not widen; (3) Order Form; (4) Service Level Addendum; (5) DPA; (6) ToS; (7) Acceptable Use Policy; (8)

Data Retention and Deletion Schedule; (9) Subprocessor List; (10) Documentation. The Privacy Policy describes Heyou's processing and is otherwise not a term between the Parties.