

General Terms and Conditions (GTC)

Heylog FlexCo · Version 2.0 (Final) · effective from 1 September 2026

Document / version	GTC · Heylog FlexCo · v2.0 (Final)
Provider	Heylog FlexCo, Wiedner Gürtel 13, Icon Tower 24/3, 1100 Vienna
As of / entry into force	August 2026 · effective from 1 September 2026
Governing law / place of jurisdiction	Austria · Vienna
Supplementary agreements	DPA (Art. 28 GDPR) · SLA (optional)
Contact	hello@heylog.com · gdpr@heylog.com

Consolidated version: the existing GTC (as of January 2026) merged with the supplementary clauses on data protection/processing on behalf of the customer, AI features, liability and late payment. Effective from 1 September 2026.

Section 1 Scope, contract language and order of precedence

1.1 These General Terms and Conditions (GTC) govern the use of the cloud-based Heylog software solution between Heylog FlexCo, Vienna, Austria (hereinafter “Heylog”) and the User.

1.2 Deviating terms and conditions of the User do not apply unless Heylog expressly agrees to their application in text form.

1.3 The current version of the GTC is available at heylog.com.

1.4 The contract language is German.

1.5 In the event of conflicts, the following order of precedence applies: (a) individually agreed provisions or the offer, (b) a separately agreed Service Level Agreement (SLA) and the Data Processing Agreement (DPA), each within its respective scope, (c) these GTC. In data protection matters, the DPA takes precedence over these GTC.

Section 2 Subject matter of the contract

The subject matter of the contract is the provision of the cloud-based Heylog application for the digital management of, and communication in, logistics and yard processes.

Section 3 Conclusion of the contract and licence start

3.1 The contract is concluded by acceptance of the offer, registration or activation.

3.2 The licence period begins with the User's onboarding or with the transmission of the access credentials by Heylog, but no later than 30 calendar days after conclusion of the contract, unless a later start date has been expressly agreed in writing.

Section 4 Heylog's services

4.1 Heylog provides the application as software as a service (SaaS).

4.2 Availability is at least 99% on an annual average, excluding maintenance work, force majeure and influences outside Heylog's sphere of control.

4.3 Specific availability commitments, support hours and response and restoration times result exclusively from a separately agreed Service Level Agreement (SLA). Public statements do not constitute a binding service commitment.

4.4 Availability or performance commitments of the third-party and infrastructure providers used by Heylog are not assumed as Heylog's own commitment.

Section 5 AI-assisted features

5.1 The service may include AI-assisted features (e.g. transcription, translation). Where offered, these are enabled by default and can be disabled or restricted at the User's request. Disabling them may reduce the scope of services and affect the fee; details result from the offer or the price list.

5.2 The processing of personal data by AI-assisted features is governed by the DPA. Heylog does not use the User's data for its own AI training purposes. Participants are informed about the use of AI-assisted transcription (Art. 50 AI Act); no emotion or sentiment analysis takes place.

5.3 Heylog gives no warranty as to the accuracy, completeness or suitability of AI-generated results; reviewing them is the User's responsibility.

Section 6 Obligations of the User

6.1 The User is responsible for the lawfulness of the use, the content of the data processed and the secure safekeeping of its access credentials.

6.2 The User protects its access credentials against access by third parties. In the current product version, the workspace owner can enable multi-factor authentication (MFA) for the users of its workspace; Heylog recommends using it.

6.3 The User's data protection obligations are governed by Section 7.

Section 7 Data protection and processing on behalf of the User

7.1 Clear roles. As the controller under data protection law (Art. 4(7) GDPR), the User decides which personal data it processes via the Heylog system and for what purposes. Heylog processes this data as a processor exclusively on the User's behalf and in accordance with the User's instructions.

7.2 Insofar as Heylog processes personal data on behalf of the User, the Data Processing Agreement (DPA) pursuant to Art. 28 GDPR applies in addition and forms part of the contract. It governs the technical and organisational measures as well as the rights and obligations of both parties in detail. In the event of conflicts with these GTC, the provisions of the DPA take precedence in data protection matters.

7.3 The User's responsibilities. Since the User determines the processing, the User ensures that a valid legal basis exists for it, that the data subjects — in particular its drivers, dispatchers and employees — are appropriately informed, and that any co-determination rights (e.g. works council/works agreement or applicable employment law requirements) are observed. Heylog supports the User in this within the framework of the DPA.

7.4 Sub-processors. The sub-processors used by Heylog are available for download in the current list at heylog.com/datenverarbeitung. Heylog informs the User of intended changes (new or replaced sub-processors) at least 30 days in advance; within this period the User may object on important data protection grounds. If no mutually agreed solution or equivalent alternative is found, the User has an extraordinary right of termination with regard to the affected service.

7.5 Information on the processing of personal data is set out in the Privacy Policy at heylog.com/datenschutzerklaerung.

7.6 Fair allocation of responsibility. Each party bears the consequences arising from its own sphere of responsibility. If third-party claims are asserted against Heylog because the User has not fulfilled its responsibilities under para. 7.3 or has issued unlawful instructions, the User indemnifies Heylog against them; conversely, Heylog bears the consequences insofar as they are based on fault on the part of Heylog.

Section 8 Remuneration, additional modules and late payment

8.1 Use of the application is subject to a fee in accordance with the offer or price list.

8.2 The activation of additional modules, feature extensions or upgrades constitutes a separate extension of services. A separate licence period begins for each additionally activated module; it is invoiced annually in advance and applies independently of the term of existing modules, unless expressly agreed otherwise.

8.3 If the User is in default with a not insignificant, undisputed payment due, Heylog is entitled — after an unsuccessful reminder and the setting of a grace period of 14 days — to suspend the affected services or block access until payment has been made in full. The obligation to pay remains in place for this period. Systems in productive use are suspended with reasonable advance notice.

8.4 In the event of justified doubts about the User's solvency, Heylog may demand advance payment or a reasonable security and make the commencement or continuation of services conditional on this.

Section 9 Liability

9.1 Heylog is liable without limitation in cases of intent and gross negligence, for personal injury and to the extent of mandatory statutory liability.

9.2 In the case of slight negligence, Heylog is liable only for the breach of material contractual obligations (cardinal obligations) and limited to the typical, foreseeable damage, in total no more than the net annual fee paid in the contract year concerned, per claim and contract year.

9.3 For loss of data, liability is limited to the restoration effort where the User has performed proper data backups, up to a maximum of EUR 15,000 per claim.

9.4 In the case of slight negligence, loss of profit and indirect damages are excluded.

9.5 Claims for damages against Heylog become time-barred one year after the User becomes aware of the damage and the party causing it, and at the latest three years after the damaging event.

9.6 The limitations in this Section do not apply in the cases set out in para. 9.1.

Section 10 Warranty

Heylog warrants that the application can be used in accordance with the contract. Defects must be reported without delay.

Section 11 Data backup

The User is responsible for carrying out regular data backups.

Section 12 Term and termination

12.1 The minimum term is 36 months.

12.2 The contract may be terminated for the first time with three (3) months' notice as at the end of the minimum term.

12.3 After the minimum term has expired, the contract is automatically extended by a further 12 months in each case and may be terminated with three (3) months' notice as at the end of the respective term.

12.4 The right to terminate without notice for good cause remains unaffected.

Section 13 Copyright and rights of use

All rights in the application remain with Heylog. The User receives a simple, non-transferable right of use for the term of the contract. Transfer, sub-licensing or provision to third parties (including on a white-label basis) is not permitted without Heylog's prior written consent.

Section 14 Electronic communication

The User agrees that contract-related communication may take place electronically.

Section 15 Amendments to the GTC

15.1 Amendments to the GTC are communicated to the User in text form at least four weeks before they take effect.

15.2 If the User does not object within four weeks of receipt of the notification, the amended GTC are deemed accepted; this consequence is pointed out separately in the notification. If the User objects in time, the previous terms continue to apply; the right of both parties to ordinary termination remains unaffected.

Section 16 Application and existing customers

16.1 This version of the GTC applies to all contracts newly concluded from the date it takes effect. New Users are onboarded onto the Heylog Driver & Yard Operations System (V3), for which these terms apply directly.

16.2 For existing contractual relationships, the terms agreed at the time the contract was concluded continue to apply until the User concerned is migrated to the Heylog Driver & Yard Operations System (V3). Upon migration to V3, these GTC also apply to the existing contractual relationship — subject to notification under Section 15. Diverging express written agreements remain unaffected.

Section 17 Final provisions

Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Vienna, insofar as legally permissible. Should individual provisions be invalid, the validity of the remaining provisions remains unaffected; the invalid provision is replaced by a valid provision that comes closest to its economic purpose.

Version 2.0, effective from 1 September 2026. Changes affecting existing customers are communicated in text form in accordance with Section 15.