

Heyblocks — Terms of Service (valid until 2026-08-01)

1. Scope

These Terms of Service apply to the use of the Heyblocks web application (hereinafter the „Application“) by users.

Heyblocks is aimed at both private individuals and users who use the Application in a professional or commercial context. Deviating terms and conditions of the users shall not apply unless we expressly consent to them.

2. Provider

Heyblocks

Sole proprietorship

Helene-Junghans-Str. 43/1, 78713 Schramberg

E-mail: info@heyblockslabs.com

3. Subject Matter of the Contract

(1) Heyblocks provides a web application with which users can upload or add various sources (audio and video files, URLs, texts, YouTube videos) and have them automatically processed using artificial intelligence and converted into structured notes (e.g. summaries, bullet points, custom tabs). In addition, learning materials (e.g. flashcards and quiz questions) can be generated from the processed content and reviewed or tested within the Application. Furthermore, the Application offers a research function that automatically collects web sources and summarizes them into a research document.

(2) The Application uses third-party AI services (currently Groq Inc. and OpenAI Inc.) to process content (audio, video, text, web pages). By using the Application, the user consents to the transmission of their uploaded content to these service providers. Further details are set out in the privacy policy.

(3) Heyblocks assumes no warranty for the accuracy, completeness or quality of the AI-generated content. The generated results do not constitute professional advice and should always be independently verified by the user.

(4) The specific scope of functions results from the respective current version of the Application. There is no claim to specific functions or a specific availability.

4. Registration & User Account

(1) The creation of a user account is required to use the Application.

Use requires a minimum age of 16 years (Art. 8 GDPR). Persons under 16 years of age may only use the Application with the consent of a legal guardian.

(2) Registration is carried out via Google login or by means of an e-mail address and password.

(3) Each user may only hold one user account. Multiple registrations are not permitted and may lead to suspension.

(4) The user is obligated to keep their access credentials secret and to protect them from access by third parties.

The user is liable for all activities carried out via their account, unless they are not responsible for the unauthorized use.

5. Use of the Application & Subscription Model

(1) Heyblocks offers various subscription tiers: Free, Student and Pro.

Each tier grants a certain quota of processing time per rolling 7-day window as well as different feature sets (e.g. maximum number of tabs per note, access to the high-quality AI mode, priority processing).

(2) Usage is measured in processing minutes. The specific quotas and features of the respective tier result from the current pricing overview in the Application.

(3) Once the weekly quota has been reached, further processing is only possible after the expiry of the rolling time window or by upgrading to a higher tier.

(4) The maximum number of tabs per note depends on the respective subscription tier.

(5) Heyblocks reserves the right to adjust or change the scope of functions, the subscription tiers or individual services at any time.

(6) Users who acquired credits before the introduction of the subscription model will have these credited as legacy credit (Grace Credits). Legacy credit is consumed with priority before the subscription quotas and does not expire.

6. Prices & Payment Processing

(1) Paid subscriptions are processed via the payment service provider Stripe Inc. Billing takes place monthly.

(2) The respective applicable prices are displayed transparently to the user before the conclusion of the subscription.

All prices are inclusive of the statutory value added tax, where applicable.

(3) Heyblocks does not store any complete payment data (e.g. credit card numbers). Payment processing is carried out exclusively via Stripe.

(4) Further details on cancellation and refunds are set out in the Refund Policy.

7. Right of Withdrawal & Cancellation

(1) Heyblocks is a service that exclusively provides digital content.

Subscriptions are activated immediately upon conclusion and access to the services is unlocked without delay.

(2) Pursuant to Section 356(5) BGB, the statutory right of withdrawal for digital content expires

as soon as the provider has begun performance of the service. Upon conclusion of the subscription, the user expressly consents that:

- the provision of the service begins immediately and before the expiry of the withdrawal period, and
- they are aware that, through this consent, they lose their right of withdrawal.

(3) Users can cancel their subscription at any time effective at the end of the current billing period.

Cancellation is carried out via the customer portal in the Application. After cancellation, access remains in effect until the end of the paid period. Thereafter, the account is reset to the Free tier.

Further details are set out in the Refund Policy.

8. Rights of Use & Content

(1) The user retains all rights to the content they upload (e.g. audio and video files, texts).

(2) For the content generated by the Application (transcripts, summaries, tabs),

Heyblocks grants the user a simple, time-unlimited right of use.

(3) The user grants Heyblocks the simple, non-exclusive right of use to store, process and display the uploaded and

generated content for the purpose of providing and improving the Application.

(4) Heyblocks does not make user content publicly accessible –

with the exception of (a) Blueprints (templates) that the user actively and voluntarily publishes in the „Store“

(in which case the name of the Blueprint, its tab labels as well as the user's username become visible to other users),

and (b) notes that the user actively shares in accordance with paragraph 5.

The user can reverse such a publication or sharing at any time. Further details are set out in the privacy policy.

(5) The user can share individual notes – either via a public link

(viewable by anyone who has the link) or restricted to specific e-mail

addresses. Sharing occurs solely on the user's initiative and can be

revoked at any time. Where the user shares a note with specific e-mail

addresses, Heyblocks sends those addresses a one-time invitation e-mail on the

user's behalf. The user is responsible for ensuring that they are

entitled to share the respective content and to provide the recipients'

e-mail addresses for this purpose. Recipients may save a shared note as an

independent copy in their own account. Further details are set out in the

privacy policy.

9. Prohibited Content & Misuse

(1) It is prohibited to upload or process content that violates applicable law.

(2) In particular, content is prohibited that:

- is unlawful, insulting, threatening or discriminatory
- glorifies violence, calls for it or contains instructions for it
- constitutes hate speech or discrimination on the basis of origin, gender, religion, sexual orientation or other protected characteristics
- involves the exploitation, abuse or sexualization of minors
- contains detailed instructions for illegal activities (e.g. manufacture of weapons, production of controlled substances, fraud schemes)
- infringes the rights of third parties (in particular copyrights, personality rights)
- is abusive or impairs the function of the Application

(3) It is prohibited to make inputs that aim to manipulate, circumvent or influence the AI systems of the Application

in their intended functioning („Prompt Injection“).

This includes in particular attempts to inject hidden instructions into the AI models

via audio content, tab labels or other input fields. Such attempts are considered misuse of the Application.

(4) Heyblocks uses automated content checks to review uploaded content for violations of these guidelines

before processing. Content that is classified as non-compliant

is not processed. The user is informed of the rejection and the reason.

(5) In the event of violations of paragraphs 1 to 3, Heyblocks is entitled to suspend or delete user accounts

without prior notice. In this case, there is no claim to a refund of subscription fees already paid.

(6) Right to complain about content decisions (Art. 20 DSA): Users affected by an automated content decision (rejection, warning or account suspension) can request a review within 14 days of the decision. The request must be submitted by e-mail to info@heyblockslabs.com stating the relevant matter. Heyblocks will review the matter through a natural person and inform the user of the result within 10 working days.

10. Availability

(1) Heyblocks provides the Application within the scope of its technical and operational capabilities. A specific availability or freedom from errors is not guaranteed.

(2) Maintenance work, updates or technical malfunctions may lead to temporary restrictions.

Heyblocks endeavors to keep such interruptions to a minimum.

11. Liability

(1) Heyblocks is liable without limitation in cases of intent and gross negligence as well as for damages arising from injury

to life, body or health.

(2) In cases of slight negligence, Heyblocks is only liable for the breach of material contractual obligations

(cardinal obligations) and limited to the foreseeable damage typical for the contract.

(3) Liability for data loss is excluded insofar as the damage would have been avoidable through proper data backup by the user.

(4) Heyblocks is not liable for the accuracy of the AI-generated results. Use of the generated content is at the user's own risk.

(5) Heyblocks is not liable for malfunctions or outages caused by third parties (e.g. Groq, OpenAI, Stripe, Cloudflare).

12. Termination & Account Deletion

(1) Users can delete their user account independently at any time.

(2) After deletion of the account, the personal data is permanently deleted after a retention period of 30 days, unless there are statutory retention obligations.

(3) Upon deletion of the user account, an ongoing subscription ends immediately. Subscription fees already paid

are not refunded. Any existing legacy credit (Grace Credits) expires without compensation.

(4) Heyblocks reserves the right to terminate user accounts without notice in the event of serious violations of these Terms of Service.

13. Amendments to the Terms of Service

(1) Heyblocks reserves the right to amend these Terms of Service at any time.

(2) Users will be informed of material changes in an appropriate manner (e.g. by e-mail or in-app notice). Continued use of the Application after the changes take effect shall be deemed consent.

14. Final Provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) If the user is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the registered office of Heyblocks.

(3) Should individual provisions of these Terms of Service be or become invalid, the validity of the remaining

provisions shall remain unaffected. In place of the invalid provision, a provision shall apply that most closely approximates the economic

purpose of the invalid provision.