

Acceptable Use Policy

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Consumer protection: ANPC — Autoritatea Națională pentru Protecția Consumatorilor · EU Online Dispute Resolution platform

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This Acceptable Use Policy ("AUP") sets out the rules for using the PRISM Core HR platform (prismcorehr.eu), the Prism ClearPay compliance module, the Prism ClearPay Diagnostic Questionnaire, and the merakihr.eu website (together, "our Services"). It supplements our Terms of Service and the PRISM Core HR SaaS Subscription Agreement.

By using any of our Services, you agree to comply with this AUP. Violation of this AUP may result in immediate suspension or termination of your account without refund, as set out in Section 5 below.

1. Permitted Uses

You may use our Services solely for the following purposes:

- HR record-keeping, document generation, and workforce management for your own employees and workers.
- Pay equity analysis and EU Pay Transparency Directive diagnostic reporting for your own workforce.
- Internal HR reporting, analytics, and performance management within your own organisation.

- Completing the Prism ClearPay Diagnostic Questionnaire for your own organisation's pay assessment.
- Accessing HR consultancy, audit, and advisory services offered by MERAKI HR SRL through merakihr.eu.
- Downloading and using HR templates, guides, and tools for your own internal business purposes.

2. Prohibited Uses

The following uses are strictly prohibited:

2.1 Illegal or harmful activity

- ✗ Using the platform to process personal data in violation of GDPR, Romanian data protection law (Law 190/2018), or any other applicable privacy law.
- ✗ Processing personal data of employees who have not been informed of such processing in accordance with your obligations as Data Controller (GDPR Arts. 13–14).
- ✗ Entering falsified, fraudulent, or fabricated employee data — including false salary figures, headcounts, job grades, or gender data — to manipulate pay gap reports or to misrepresent your headcount tier for subscription pricing purposes.
- ✗ Using the platform to facilitate discrimination, harassment, or unlawful treatment of employees.
- ✗ Using AI-generated narrative content (Scale and Pro tiers) to produce false compliance reports to be submitted to regulatory authorities (ANSPDCP, Inspectia Muncii, ANAF, or European Commission).

2.2 Misuse as a substitute for legal systems

- ✗ Treating PRISM Core HR as an official electronic archive or EDMS satisfying your archiving obligations under OUG 135/2007 or Archiving Law 16/1996.
- ✗ Using PRISM Core HR as a substitute for REVISAL filing. All REVISAL registrations must be made through the Inspectia Muncii portal directly.
- ✗ Using PRISM Core HR salary data as a payroll record (stat de plată) or substitute for payroll processing.
- ✗ Relying on PRISM Core HR as your sole employment record — you must maintain legally compliant independent archives.

2.3 Unauthorised access and technical misuse

- ✗ Attempting to access accounts, data, or administrative functions that do not belong to your organisation.
- ✗ Exploiting, probing, or testing the platform for security vulnerabilities without our prior written authorisation.
- ✗ Introducing malware, viruses, or malicious code into the platform or its infrastructure.
- ✗ Using automated tools (bots, scrapers, crawlers) to access or extract data from the platform, except through our documented API (where available).
- ✗ Attempting to reverse-engineer, decompile, disassemble, or discover the source code of any part of the platform.
- ✗ Circumventing or disabling any security control, rate limit, or access control mechanism.

2.4 Subscription misuse

- ✗ Sharing login credentials between multiple companies or organisations — each subscription is for one legal entity (one CUI) only.
- ✗ Reporting a false (lower) employee headcount to qualify for a cheaper subscription tier.
- ✗ Reselling, sublicensing, or otherwise making the platform available to third parties (including affiliated companies) without a separate subscription.
- ✗ Using the platform to provide HR services to third-party client companies as a managed service provider or outsourced HR bureau, unless you have entered a separate reseller or bureau agreement with MERAKI HR SRL.

2.5 Content misuse

- ✗ Uploading or storing content that infringes third-party intellectual property rights.
- ✗ Using the platform to store, process, or generate GDPR Article 9 special category data (health data, ethnic origin, political opinions, religious beliefs, biometric data, criminal record data) without documented lawful basis and appropriate safeguards.
- ✗ Using the platform to store CNP (personal identification numbers) of employees unless you have a documented lawful basis and have implemented appropriate access controls within the platform.

3. Data Quality and Accuracy Obligations

As the Data Controller for employee data entered into PRISM Core HR, you are responsible for:

- Ensuring data entered is accurate, complete, and up to date.
- Promptly correcting inaccurate data when you become aware of errors.
- Ensuring your employees are informed that their data is held in PRISM Core HR (privacy notice obligation under GDPR Arts. 13–14).
- Ensuring you have a lawful basis to process each category of data you enter (e.g., gender data for pay equity purposes under the EU Pay Transparency Directive).
- Exporting your data before your subscription lapses or cancellation takes effect — post-cancellation data export requires an active subscription in good standing and is only available during the 30-day grace window.

MERAKI HR SRL is not responsible for the accuracy, completeness, or lawfulness of data you enter. Platform reports and analyses are only as reliable as the data you provide.

4. AI-Generated Content Usage Rules

AI-generated content (pay gap narratives, compliance summaries) produced by Prism ClearPay using the Anthropic Claude model must be used in accordance with the following rules:

- You must review all AI-generated content for accuracy and completeness before using it externally.
- You must not present AI-generated content as independently verified legal, audit, or compliance findings.
- You must not submit AI-generated content to regulatory authorities (ANAF, ITM, ANSPDCP, European Commission) as a substitute for your own verified compliance documentation without independent professional review.
- You must not use AI-generated content to mislead employees, trade unions, or employee representatives about your actual pay equity position.

We provide AI-generated content as an analytical tool to assist your compliance efforts, not as a regulatory submission or legal opinion.

5. Enforcement

5.1 Monitoring

We monitor platform usage to detect violations of this AUP, including anomalous data access patterns, attempts to probe security controls, and suspicious account activity. We do not routinely access or review the content of your employee data records.

5.2 Suspension and termination

If we have reasonable grounds to believe you are violating this AUP or the Subscription Agreement, we may:

- Issue a written warning and require remediation within a specified period.
- Suspend access to some or all features pending investigation.
- Terminate your subscription immediately and without refund for serious or repeated violations (particularly violations of Sections 2.1, 2.2, or 2.3 above).

We will give you written notice of any suspension or termination and the grounds for it, except where immediate action is required to protect the security or integrity of our platform or the data of other subscribers.

5.3 Reporting violations

If you believe someone else is using our platform in violation of this AUP, please report it to merakihr.ro@gmail.com. We investigate all credible reports in confidence.

5.4 No liability for your misuse

MERAKI HR SRL is not liable for any loss, damage, regulatory action, or legal consequence arising from your violation of this AUP or your misuse of the platform, including any regulatory fine imposed on you for GDPR violations, REVISAL non-compliance, archiving failures, or pay equity reporting failures.

6. Updates to This Policy

We may update this AUP from time to time. We will notify you of material changes by email at least 14 days before they take effect. Continued use of our Services after the effective date constitutes acceptance of the updated AUP.

7. Contact

For questions about this AUP or to report a potential violation:

MERAKI HR SRL · merakihr.ro@gmail.com · merakihr.eu

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