

Terms of Service

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

CUI: 49743547 · VAT: RO49743547 · J2024005188408 · Bucharest, Romania

These Terms of Service ("Terms") govern your use of all services provided by MERAKI HR SRL ("we", "us", "our"), including:

- merakihr.eu — our public website and consultancy services
- PRISM Core HR (prismclearpay.eu) — our HR information system (HRIS) SaaS platform
- Prism ClearPay — our EU Pay Transparency Directive compliance module
- The Prism ClearPay Diagnostic Questionnaire (merakihr.eu/pay-check) — our paid EU pay transparency assessment
- Digital Lab products — HR automation and AI tools

By using any of our services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use our services.

PRISM Core HR subscribers are additionally bound by the PRISM Core HR SaaS Subscription Agreement, which is accepted at registration and governs the subscription in detail. In case of conflict, the Subscription Agreement prevails over these Terms for PRISM Core HR services.

1. Services Overview

1.1 Website and consultancy

merakihr.eu provides information about MERAKI HR SRL's services, HR articles and resources, free templates and tools, and access to consultancy services including HR audits, process design, employment law guidance, and recruitment support. These consultancy services are provided by experienced HR professionals and do not constitute legal advice.

1.2 PRISM Core HR — operational HRIS (not a legal archive or payroll system)

PRISM Core HR is an operational HR information system for record-keeping, pay gap analysis, document generation, and workforce management. IMPORTANT LIMITATIONS:

- PRISM Core HR is NOT an official electronic document management system (EDMS) or certified electronic archive (OUG 135/2007, Archiving Law 16/1996). Documents stored in PRISM Core HR do not satisfy your legal archiving obligations.
- PRISM Core HR does NOT calculate, validate, or process payroll (stat de plată, D112, ANAF obligations). You must use a certified payroll system.
- PRISM Core HR does NOT integrate with or file data to REVISAL. All REVISAL registrations must be made through the Inspectia Muncii portal.
- You (the employer) are the Data Controller for all employee data in PRISM Core HR. We are your Data Processor under GDPR Article 28.
- You remain legally responsible for maintaining independent certified archives for employment contracts, addenda, payslips, and signed documents.

1.3 Prism ClearPay

Prism ClearPay is a pay equity analysis and EU Pay Transparency Directive compliance module available to Scale and Pro subscribers. It generates pay gap analyses, job evaluation outputs, and AI-assisted compliance narratives based on your PRISM Core HR data. These outputs are analytical tools — not legal advice and not substitute for professional compliance review.

1.4 Diagnostic Questionnaire

The Prism ClearPay Diagnostic Questionnaire (merakihr.eu/pay-check) is a paid, self-service EU pay transparency assessment. Current pricing is shown at merakihr.eu/pay-check. It produces a risk tier output (Low / Medium / High / Critical) based on your 13-question responses. It is not a legal audit, investigation, or official compliance assessment.

2. Account Registration and Use

2.1 Eligibility

Our services are available to business entities only. You must be 18 or older and have authority to bind your organisation. By accepting these Terms, you represent that you have such authority.

2.2 Account security

You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account. Notify us immediately at merakihr.ro@gmail.com if you suspect unauthorised access.

2.3 Accurate information

You must provide accurate, complete, and current information when registering and using our services. You must not misrepresent your organisation's employee headcount, industry, or other details to obtain a lower subscription tier.

2.4 One subscription per legal entity

Each PRISM Core HR subscription covers one legal entity only (one CUI/company registration number). You may not use one subscription for multiple companies or make the platform available to third-party organisations.

3. Subscriptions, Billing, and Free Trial

3.1 Free trial

PRISM Core HR is offered with a 14-day free trial. No credit card is required to start the trial (except for plans requiring immediate payment as noted at checkout). At the end of the trial, you must subscribe to continue accessing the platform. Trial data is preserved when you subscribe.

3.2 Subscription plans

PRISM Core HR is available on monthly and annual subscription plans (Micro, Start, Grow, Scale, Pro). Prism ClearPay is available as a paid add-on on Scale and Pro plans. Prism

ClearPay subscriptions are subject to a minimum commitment period of 3 months; no monthly ClearPay option is available. Current pricing is available at prismclearpay.eu/pricing.

3.3 Billing

Subscription fees are billed in advance via Stripe. All prices are stated in EUR and are subject to Romanian VAT where applicable. Invoices are issued electronically to the email address you provide. Prism ClearPay commitment plans (6 or 12 months) are billed in instalments; each instalment is due at the start of each 3-month period within the commitment term.

3.4 Refunds

Refund terms are set out in our Refund Policy (merakihr.eu/refund-policy). Monthly subscriptions are non-refundable once the billing period has commenced. Annual subscriptions are non-refundable except in the case of termination without cause by MERAKI HR SRL. Consumer statutory withdrawal rights (OUG 34/2014) do not apply as our services are provided exclusively to business customers.

3.5 Prism ClearPay commitment terms

Prism ClearPay subscriptions are available on 3-month, 6-month, and 12-month commitment plans. The 3-month plan is the base option. The 6-month plan is available at a 10% discount and the 12-month plan at a 15% discount, applied to the applicable per-employee or flat rate. All commitment plans are billed in instalments; each instalment covers a 3-month period and is due at the start of that period.

If you cancel a ClearPay commitment plan before the end of your committed term, no refund will be issued for any instalments already paid or due. Your access to Prism ClearPay will continue until the end of the committed period. No early exit from a commitment term is available.

If an instalment payment fails, access to Prism ClearPay is suspended immediately. The commitment term continues to run and all remaining instalments remain due. Access is restored upon successful payment of the overdue instalment. MERAKI HR SRL reserves the right to pursue outstanding instalment amounts through applicable legal channels.

4. Acceptable Use

You may use our services only for lawful business purposes consistent with these Terms and our Acceptable Use Policy (merakihr.eu/acceptable-use). You must not:

- Use the platform to process personal data unlawfully (including without employee notice under GDPR Arts. 13–14)
- Enter false or fabricated employee data to manipulate pay gap reports or to qualify for a lower pricing tier
- Attempt to access other subscribers' data or probe platform security
- Use automated tools to scrape or extract data except through our documented API
- Resell or sublicense platform access to third parties
- Use AI-generated content (Prism ClearPay narratives) as regulatory submissions without independent professional review

5. Intellectual Property

MERAKI HR SRL retains all intellectual property rights in our platforms, software, databases, AI models, training data, templates, and documentation. These Terms grant you a limited, non-exclusive, non-transferable licence to use our services during the subscription term for your own internal business purposes only.

You own all data you upload to PRISM Core HR. You grant MERAKI HR SRL a licence to process that data solely to provide the services to you. We do not claim ownership of your data and do not use it to train AI models without your explicit consent.

6. Data Protection

Our data protection obligations and your rights as a data subject are set out in our Privacy Policy (merakihr.eu/privacy). For PRISM Core HR subscribers, the Data Processing Agreement in Schedule 3 of the Subscription Agreement governs our processing of your employee data as Data Processor. You, as the employer, remain Data Controller and are responsible for your GDPR compliance obligations, including employee notice obligations.

7. Disclaimers

7.1 No legal advice

MERAKI HR SRL is not a law firm. Our consultancy services, platform outputs, and AI-generated content do not constitute legal advice. You should seek independent legal advice for specific employment law, tax, or compliance questions.

7.2 Platform as operational tool only

PRISM Core HR is an operational HRIS tool. It is not an EDMS, legal archive, payroll engine, or REVISAL system. We expressly disclaim liability for: your failure to maintain legally required independent archives; REVISAL non-compliance; payroll processing errors; regulatory fines (ANSPDCP, ANPC, Inspectia Muncii, ANAF) arising from misuse or misreliance on platform data.

7.3 AI content disclaimer

AI-generated content produced by Prism ClearPay using the Anthropic Claude model is generated algorithmically based on data you enter. It may contain errors or omissions. It must be reviewed by a qualified professional before use in regulatory submissions.

7.4 Service availability

We aim for high platform availability but do not guarantee uninterrupted access. Scheduled maintenance, third-party outages (Supabase, Stripe, etc.), and events outside our control may cause interruptions. We are not liable for losses arising from service interruptions except as expressly provided in the Subscription Agreement's SLA terms.

7.5 Data integrity — your responsibility as Data Controller

Platform reports and analyses are only as accurate as the data you enter. As Data Controller, you are responsible for the accuracy, completeness, and lawfulness of data entered into PRISM Core HR. We are not liable for incorrect or misleading reports resulting from inaccurate data input.

8. Limitation of Liability

To the maximum extent permitted by applicable law, MERAKI HR SRL's aggregate liability to you for any claim arising from or related to these Terms or our services shall not exceed the total fees paid by you in the 12 months preceding the claim.

We shall not be liable for: loss of profits or revenue; loss of business or contracts; data loss (except where caused by our gross negligence); regulatory fines or penalties; or any indirect, consequential, or exemplary loss.

Nothing in these Terms limits our liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

9. Consumer Rights — Dispute Resolution

Our services are provided exclusively to business customers. Romanian and EU consumer protection laws (OUG 34/2014, ANPC regulations) do not apply to our B2B services.

For EU business customers, disputes may be submitted to the EU Online Dispute Resolution platform at ec.europa.eu/consumers/odr. Romanian subscribers may also contact ANPC (Autoritatea Națională pentru Protecția Consumatorilor) at anpc.ro for information on your rights, though our services are B2B and not covered by B2C consumer protection rules.

These Terms are governed by Romanian law. Disputes shall be resolved in the competent courts of Bucharest, Romania.

10. General

10.1 Entire agreement

These Terms, together with our Privacy Policy, Cookie Policy, Acceptable Use Policy, Refund Policy, Disclaimer, and (for PRISM Core HR subscribers) the Subscription Agreement and its Schedules, constitute the entire agreement between you and MERAKI HR SRL for our services.

10.2 Changes to Terms

We may update these Terms 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.

10.3 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force.

10.4 Contact

Questions about these Terms: merakihr.ro@gmail.com · merakihr.eu

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