

Refund Policy

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

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Billing enquiries: merakihr.ro@gmail.com · merakihr.eu/refund-policy

This Refund Policy applies to all paid services offered by MERAKI HR SRL: PRISM Core HR subscriptions, Prism ClearPay add-on subscriptions, the Prism ClearPay Diagnostic Questionnaire, and consultancy services.

IMPORTANT: Because our services are provided exclusively to business customers (B2B), the 14-day statutory consumer withdrawal right under OUG 34/2014 does not apply. Refunds are governed exclusively by this Policy and the terms of your Subscription Agreement.

1. PRISM Core HR — Monthly Subscriptions

Monthly subscriptions are billed in advance for each calendar month.

- Monthly fees are non-refundable once the billing period has commenced.
- If you cancel mid-month, your subscription continues until the end of the current billing period and you will not be billed for subsequent months.
- No partial-month refunds are issued.
- Current plan pricing is available at prismclearpay.eu/pricing.

Rationale: Platform infrastructure, data storage, and compliance features remain provisioned throughout the billing period regardless of your usage level.

2. PRISM Core HR — Annual Subscriptions

Annual subscriptions are billed upfront for 12 months at a discounted rate (equivalent to 11 months' price).

- Annual fees are non-refundable in whole or in part for voluntary cancellation.
- If MERAKI HR SRL terminates your subscription without cause (i.e., not due to your breach of the Subscription Agreement or Acceptable Use Policy), you are entitled to a pro-rata refund of the unused portion of your annual fee.
- If MERAKI HR SRL terminates your subscription due to your material breach, no refund is due.
- In the event of a service outage rendering the platform substantially inaccessible for more than 72 consecutive hours in any single month, you may request a service credit of one month's equivalent subscription fee. Service credits are applied to future invoices and are not paid as cash refunds.

To request a pro-rata refund under the termination-without-cause provision, email merakihr.ro@gmail.com within 14 days of termination notice.

3. Prism ClearPay — Add-On Subscriptions

Prism ClearPay subscriptions are subject to minimum commitment periods of 3, 6, or 12 months. The following refund terms apply to all ClearPay commitment plans:

- Minimum commitment: 3 months. No monthly ClearPay option is available. All plans are billed in instalments (one instalment per 3-month period).
- Discounts: 6-month plans receive a 10% discount; 12-month plans receive a 15% discount on the applicable rate.
- Early cancellation: if you cancel a ClearPay commitment plan before the end of your committed term, no refund will be issued for instalments already paid or due. Access continues until the end of the committed period.
- Failed instalment payment: 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. No early exit from a commitment term is available.

4. Prism ClearPay Diagnostic Questionnaire

The Prism ClearPay Diagnostic Questionnaire (merakihr.eu/pay-check) is a paid digital product. Current pricing is available at prismclearpay.eu/pricing. The following refund terms apply:

4.1 Digital delivery — no automatic refund right

Because the questionnaire report is a digital product delivered immediately upon completion, and because you expressly consent to immediate delivery at the time of payment, the statutory 14-day withdrawal right under OUG 34/2014 does not apply once the report has been generated and delivered. This is consistent with Art. 16(m) of the Consumer Rights Directive for digital content consumed immediately upon delivery.

4.2 Non-delivery

If you have paid for the diagnostic questionnaire and have not received your report within 48 hours due to a technical error on our side, you are entitled to a full refund. Contact merakihr.ro@gmail.com with your submission reference number.

4.3 Dissatisfaction

We are unable to offer refunds on the basis of dissatisfaction with the report's findings, because the report accurately reflects the data you entered and the analytical methodology disclosed at the time of submission. If you believe the report contains a material error attributable to our questionnaire, contact merakihr.ro@gmail.com within 14 days.

5. Consultancy Services

For one-off consultancy projects (HR audits, pay equity reviews, employment law guidance packages):

- Services paid in advance are refundable pro-rata for the unused portion if cancelled with at least 5 business days' written notice before the scheduled service delivery.

- Services already delivered (completed documents, reports, audit sessions) are non-refundable.
- No refund is issued for cancellations with fewer than 5 business days' notice unless we are unable to provide the service.

6. Data Restoration Fee

Following PRISM Core HR subscription cancellation, subscriber data enters a post-cancellation lifecycle:

- Days 0–30: Grace/export period. Self-service export available while subscription account is in good standing.
- Days 31–180: Encrypted cold vault storage. No platform access. Data restoration subject to Data Restoration Fee.
- Day 181+: Permanent irreversible deletion. No recovery possible under any circumstances.

Data Restoration Fee for cold vault recovery (Days 31–180):

- Micro / Start / Grow tier: €150 excl. VAT
- Scale / Pro tier: €250 excl. VAT

This fee is non-refundable once restoration work has commenced. Contact merakihr.ro@gmail.com to request cold vault restoration within the window. No restoration is available after Day 180.

7. How to Request a Refund

All refund and service credit requests must be submitted in writing to merakihr.ro@gmail.com with the subject line: "Refund Request — [Company Name] — [Subscription Plan]". Include:

- Your company name and CUI (fiscal identification number)
- The subscription plan and billing period concerned
- The reason for your refund request
- Your Stripe customer reference (visible on any invoice)

We will acknowledge your request within 3 business days and provide a decision within 14 business days. Approved refunds are returned to the original payment method within 5–10 business days after approval.

8. Dispute Resolution

If you are unsatisfied with our refund decision, you may contact:

- ANPC (Autoritatea Națională pentru Protecția Consumatorilor): anpc.ro — note that our services are B2B and ANPC consumer protection rules do not apply, but ANPC can provide guidance.
- EU Online Dispute Resolution platform: ec.europa.eu/consumers/odr

Disputes are governed by Romanian law and fall under the jurisdiction of the courts of Bucharest, Romania.

9. Changes to This Policy

We may update this Refund Policy from time to time. Changes apply to subscriptions renewed or initiated after the effective date of the updated Policy. Changes do not retroactively alter the refund terms applicable to your current paid subscription period.

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