

SeasideHR .

SeasideHR — Terms of Service

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Effective Date: 2026-05-18

Counterparty: [CUSTOMER_LEGAL_NAME]

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Terms of Service

Effective Date: 2026-05-18 (or the date you first accept these Terms by completing checkout, whichever is later)

These Terms of Service (the "**Terms**") govern your use of the Services provided by **Michael Sieben — SeasideHR**, an Einzelunternehmer (sole proprietorship) under the laws of the Federal Republic of Germany, registered office at Kurscheider Weg 6, 50767 Köln, Steuernummer 217/5278/9975, W-IdNr. DE288156645, contact michael.sieben@seasidehr.org ("**SeasideHR**", "**we**", "**us**", "**our**").

By completing a Checkout, paying a Stripe Payment Link, accepting a Stripe Invoice, signing up for an account, or otherwise using the Services, **you** (the "**Customer**", "**you**", "**your**") agree to be bound by these Terms.

If you are entering into these Terms on behalf of an organisation, you represent that you have authority to bind that organisation, and "Customer" refers to that organisation.

These Terms are written for **business customers** (B2B). The Services are not directed at consumers.

1. The Services

1.1 What the Services are

SeasideHR provides HR IT and Talent Acquisition advisory services, AI-assisted analytical reports ("Assets"), and related deliverables on a self-serve product-tier basis. Examples include the **True North — Talent Acquisition Report** and other discrete Assets listed at <https://seasidehr.org/build/catalog>.

1.2 What the Services are not

These Terms cover the product-tier only. They do **not** cover:

- ongoing advisory engagements, strategic-tier work, or anything sized above the catalog Asset price tier — those require a signed **Master Services Agreement** (MSA-CA or MSA-DE) and a Statement of Work (SOW);
- recruitment services, candidate placement, or recruiter-style transactions — SeasideHR does **not** provide candidate-recruitment services;
- managed-service operations, ongoing platform operation on behalf of the Customer, or co-employment — SeasideHR is an advisor, not an outsourcer or employer.

1.3 AI-assisted analysis and HIL Review

Assets are produced with AI assistance and human review. SeasideHR uses **Human-in-the-Loop ("HIL") Review** as a mandatory checkpoint on every Customer-facing Asset before release. Outputs you receive have been reviewed and approved by a SeasideHR Reviewer.

The AI provider tier is configured for **zero data retention**; AI providers do **not** train models on your data (further detail in our Data Processing Agreement, below).

1.4 Never used to score, rank, or filter individuals

SeasideHR's Services are **not** used to score, rank, recommend, or filter individual job candidates. Outputs do not constitute automated decision-making under Article 22 GDPR, are not "high-risk AI systems" under Annex III of the EU AI Act, and may not be used by you to make individual employment decisions about identifiable persons. See Section 9.4 (Acceptable Use).

2. Account, Eligibility, and Authority

2.1 Account creation

To purchase Services, you may be required to create an account and provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials.

2.2 Eligibility

You must be at least 18 years old and have legal capacity to enter contracts. The Services are intended for businesses, organisations, and individual professionals acting in a B2B capacity.

2.3 Authority on behalf of an organisation

If you purchase Services on behalf of an organisation, you confirm you are authorised to bind that organisation to these Terms. SeasideHR may rely on that representation without further verification.

2.4 No consumer dealings

These Terms are written for B2B purposes. If you are acting as a consumer (Verbraucher within the meaning of §13 BGB; or a "consumer" under the Quebec Civil Code or any other consumer-protection regime), you are **not** the intended audience and you should not accept these Terms.

3. Ordering, Pricing, and Payment

3.1 Catalog and pricing

The Services available under these Terms, with current prices, are listed at <https://seasidehr.org/build/catalog>. Prices are stated in the displayed currency, exclusive of VAT / GST / HST / sales tax (which are added at checkout where applicable).

3.2 Ordering — three payment methods

You may purchase Services in one of three ways:

(a) **Stripe Checkout** — credit/debit card, immediate payment, receipt issued by Stripe + invoice issued by SeasideHR; (b) **Stripe Payment Link** — credit/debit card, sent by email, immediate payment on link click; (c) **Stripe Invoice** — invoice issued by SeasideHR with **NET-30 payment terms by default**, settled by SEPA / wire transfer / card-on-file at your choice; available for organisational customers on request.

3.3 Currency and tax

The default settlement currency is **EUR**. Where the Customer is based outside the eurozone, SeasideHR may issue invoices in **USD**, **CAD**, or **GBP** at SeasideHR's discretion. Applicable VAT, GST, HST, and sales tax are calculated at checkout or on the invoice (Stripe Tax where applicable).

For EU customers with a valid VAT identification number, reverse-charge applies under the EU VAT Directive 2006/112/EC (we collect your VAT ID at checkout).

3.4 Payment terms and late payment

For Stripe Invoice payments, fees are due **NET-30 from the invoice date** unless a different term is stated on the invoice.

- **Late payment — Germany:** statutory interest at **9 percentage points above the European Central Bank base rate** (§288(2) BGB) plus a flat €40 collection charge (§288(5) BGB) accrues from the day after the due date for B2B customers.
- **Late payment — Canada (Nova Scotia):** interest at **2% per month (24% per annum)** on overdue amounts from the day after the due date.

SeasideHR may suspend further Services or future deliveries pending payment of overdue amounts.

3.5 No price-match, no negotiation at product-tier

Product-tier pricing is fixed at the published catalog rate. Customers requiring volume pricing, negotiated payment terms, or custom scope should request a strategic-tier engagement under the MSA-CA / MSA-DE framework instead.

4. Delivery, Acceptance, and Refunds

4.1 Delivery commitment

SeasideHR will use commercially reasonable efforts to deliver each ordered Asset within the indicative time stated in the catalog. Indicative delivery times are estimates, not fixed deadlines, unless explicitly stated as fixed.

4.2 Deemed acceptance

Upon delivery of an Asset, you have **ten (10) Business Days** to review and provide written notice of any material defect. If no such notice is received within that period, the Asset is **deemed accepted**.

For Customers governed by German law (Section 14 — DE/EU), this Section reflects §640(2) BGB *fiktive Abnahme* with the express agreement that the foregoing notice procedure constitutes the Customer's failure to refuse acceptance within a reasonable period after a request to declare acceptance has been made.

4.3 Cure of defects

If you give timely notice of a material defect, SeasideHR will cure the defect within a reasonable time, typically not exceeding **fifteen (15) Business Days**. If SeasideHR cannot cure the defect after **two reasonable attempts**, you may at your option:

(a) request a proportionate price reduction (Minderung); or (b) withdraw from the affected order and obtain a refund of the fees paid for that Asset (Rücktritt).

(These are the standard §634 BGB Werkvertrag remedies adapted to the product-tier flow. The 12-month §634a BGB Verjährung applies under German law.)

4.4 Refund policy

- **Pre-delivery:** if you cancel an order before SeasideHR has commenced material work on the Asset, you are entitled to a **full refund** within 14 days of cancellation.
- **In-progress:** if you cancel after SeasideHR has commenced work but before delivery, you are entitled to a **partial refund** representing the unperformed portion of the work, less SeasideHR's reasonable costs incurred to date.
- **Post-delivery (no defect):** Assets delivered without material defect are **not refundable** once accepted (or deemed accepted under Section 4.2).
- **Post-delivery (material defect, cure failed):** full refund per Section 4.3(b).

Refunds are processed via the original payment method within 14 days of refund approval.

5. Customer Data and Data Protection

5.1 Customer Data

"Customer Data" means information you provide to SeasideHR in connection with the Services, including intake-form responses, files you upload, and Personal Data within the meaning of GDPR / UK GDPR / FADP / PIPEDA / Quebec Law 25 / Alberta PIPA / B.C. PIPA / CCPA/CPRA (collectively, "**Applicable Data Protection Law**").

You own Customer Data. You grant SeasideHR a limited, non-exclusive licence to Process Customer Data solely to provide the Services to you and to comply with applicable law.

5.2 Data Processing Agreement

For any Processing of Personal Data on your behalf, the **SeasideHR Data Processing Agreement** at <https://seasidehr.org/legal/dpa> (the "**DPA**") is incorporated into these Terms by reference. By accepting these Terms, you accept the DPA on behalf of the Customer.

The DPA sets out the parties' obligations under GDPR Article 28, including documented instructions, confidentiality, technical and organisational measures, sub-processing, data-subject assistance, breach notification, deletion or return, and audit rights. It also incorporates the EU Standard Contractual Clauses (Modules 2 and 3), the UK Addendum, the Swiss FDPIC Addendum, the CCPA/CPRA service-provider terms, and the Canadian provincial-law specifics for cross-border transfers.

5.3 No model training, zero data retention at AI providers

SeasideHR does **not** use Customer Data to train, fine-tune, or otherwise improve foundation or production AI models. AI providers (Sub-processors listed at <https://seasidehr.org/legal/subprocessors>) are configured for zero data retention at the API tier.

5.4 Candidate-scoring prohibition

SeasideHR does not score, rank, recommend, or filter individual job candidates. You may not use the Services or any Asset to make individual employment decisions about identifiable persons. This restriction is repeated in Section 9.4 (Acceptable Use).

5.5 Privacy Notice

The SeasideHR Privacy Notice at <https://seasidehr.org/legal/privacy> describes how SeasideHR processes Personal Data as a Controller (for example, contact details of users of the SeasideHR website and signed-in accounts). The Privacy Notice is incorporated by reference into these Terms.

6. Intellectual Property

6.1 Ownership of Deliverables

On payment in full of the applicable fees, SeasideHR transfers to you a **perpetual, worldwide, non-exclusive, royalty-free, irrevocable licence** to use, copy, modify, and distribute (internally) the **Deliverables** of the Asset for your internal business purposes.

The Customer does **not** acquire ownership of: (a) SeasideHR's pre-existing intellectual property (frameworks, methodologies, software, prompt libraries, evaluation rubrics, internal templates, and the SeasideHR platform itself); (b) third-party-licensed materials (research databases, public web-scraped content, font, image, and code licences); or (c) general-purpose insights, statistics, and learnings derived from Aggregated Data per Section 6.4.

6.2 Limited rights in pre-existing material

Where Deliverables include or reference SeasideHR pre-existing IP, the licence in Section 6.1 extends to use that pre-existing IP solely as embedded in the Deliverable, not as a stand-alone licence.

6.3 No public republication

Unless you have purchased a publication / external-distribution licence in writing from SeasideHR, you may not publish the Deliverable externally (for example, as a public PDF, blog post, conference deck, or vendor pitch), nor make it available to third parties, except for your professional advisors under confidentiality.

6.4 Aggregated Data

SeasideHR may use de-identified, aggregated information derived from the Services across customers to improve methodology, evaluate quality, and publish anonymous benchmarks. Aggregated Data does not include Customer Personal Data and cannot be reverse-engineered to identify you or your data.

6.5 Feedback

If you submit suggestions, ideas, or feedback to SeasideHR, you grant SeasideHR a perpetual, worldwide, non-exclusive, royalty-free licence to use them without obligation to you.

6.6 Trademarks

SeasideHR retains all rights in its marks, including **SeasideHR, True North — The Talent Acquisition Report**, and any other product marks. These Terms do not grant you a licence to use SeasideHR's marks.

7. Confidentiality

7.1 Mutual confidentiality

Each party will treat the other's non-public information disclosed in connection with the Services as confidential, using at least the same degree of care it uses to protect its own confidential information of similar sensitivity (and no less than reasonable care).

7.2 Permitted disclosure

Confidential information may be disclosed: (a) to employees, contractors, and advisors who need to know and who are bound by equivalent confidentiality obligations; (b) where required by law, regulator, or court order, with prior notice to the other party (where lawful) so it may seek protective measures.

7.3 Trade secrets — Germany

For German-law-governed orders, Customer business secrets (Geschäftsgeheimnisse within the meaning of the Geschäftsgeheimnisgesetz, GeschGehG) are protected for the maximum period permitted by law.

7.4 Survival

Confidentiality obligations survive termination of these Terms for **five (5) years**, or, for trade secrets, for as long as they retain trade-secret status.

8. Warranties and Disclaimers

8.1 Mutual warranties

Each party warrants that: (a) it has the legal capacity and authority to enter these Terms; (b) it will comply with applicable law in connection with the Services.

8.2 SeasideHR service warranty

SeasideHR warrants that the Services will be performed in a **professional and workmanlike manner** consistent with the standards of comparable HR IT and Talent Acquisition advisory work. The remedy for breach of this warranty is the cure process in Section 4.3.

8.3 Customer warranty

You warrant that: (a) any Customer Data you provide has been collected lawfully and you have all necessary rights, consents, and legal bases to share it with SeasideHR for the Services; (b) your use of the Services and any Deliverable will comply with applicable law.

8.4 Disclaimer

EXCEPT FOR THE WARRANTIES EXPRESSLY SET OUT IN THIS SECTION 8 AND THE MANDATORY WARRANTIES IMPLIED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED **"AS IS"**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEASIDEHR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

For German-law-governed orders, this disclaimer is subject to §§309 No. 7 and 309 No. 8 BGB and does not exclude or limit liability for intent, gross negligence, breach of cardinal duties, life/body/health, fraud, or under the ProdHaftG.

For Canadian-law-governed orders, this disclaimer is subject to applicable consumer-protection law (which does not apply to B2B transactions) and any non-excludable warranties under the *Sale of Goods Act* (Nova Scotia) — none of which are intended to be excluded where they are mandatory.

9. Acceptable Use

You agree not to use the Services to:

9.1 Unlawful or harmful use

- violate any applicable law, regulation, or court order;
- infringe any third party's intellectual property, privacy, publicity, or other rights;
- harass, threaten, defame, or harm any person;
- interfere with or disrupt the Services or other users.

9.2 Reverse engineering

You may not reverse engineer, decompile, disassemble, or attempt to derive the source code, models, prompts, or evaluation rubrics that comprise the Services, except to the extent that applicable law expressly prohibits this restriction (e.g. §§69d, 69e UrhG for the limited interoperability purposes).

9.3 Misrepresentation and republication

You may not pass off Deliverables as your own work to third parties without acknowledging SeasideHR's authorship; nor may you republish Deliverables in breach of Section 6.3.

9.4 Individual decision-making prohibition (mirrors Section 5.4)

You may not use the Services or Deliverables to make automated or assisted decisions producing legal or similarly significant effects on identifiable individuals, including hiring, firing, promotion, performance ranking, or credit decisions — whether or not you would be considered a "deployer"

under the EU AI Act.

9.5 Suspension or termination for breach

Material breach of this Section 9 entitles SeasideHR to suspend or terminate the Services with immediate effect.

10. Liability

10.1 Limitation of liability

EXCEPT FOR THE EXCLUSIONS IN SECTION 10.2, SEASIDEHR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO THE **GREATER OF**: (a) the total fees you paid for the Services giving rise to the claim during the **twelve (12) months preceding the claim**; or (b) **one thousand euros (€1,000)**.

10.2 Mandatory exclusions

Section 10.1 does not limit liability for:

(a) intent or gross negligence; (b) fraud or fraudulent misrepresentation; (c) death or personal injury caused by negligence (life, body, health — §309 No. 7(a) BGB); (d) liability under the German Product Liability Act (Produkthaftungsgesetz / ProdHaftG); (e) breach of cardinal duties (Kardinalpflichten) under German law — liability is limited to **typical, foreseeable damages** but is otherwise not excluded; (f) payment obligations; (g) breach of confidentiality involving intentional disclosure; (h) any liability that cannot be excluded or limited under mandatory applicable law.

10.3 No indirect or consequential damages

EXCEPT AS PROVIDED IN SECTION 10.2, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

10.4 No reliance on Deliverables as legal, tax, or medical advice

Deliverables provide HR IT and Talent Acquisition advisory analysis. They do not constitute legal advice, tax advice, medical advice, or other regulated professional advice. You should consult qualified professionals before acting on the Deliverable in any regulated domain.

11. Term and Termination

11.1 Term

These Terms apply from your first acceptance and continue while you are a customer of the Services.

11.2 Termination for breach

Either party may terminate these Terms with immediate effect on written notice if the other party materially breaches these Terms and, where curable, fails to cure within **fifteen (15) Business Days** of written notice. Failure to pay undisputed fees when due is a material breach.

11.3 Termination for convenience

You may stop using the Services at any time. SeasideHR may discontinue these Terms or specific Services on thirty (30) days' notice to active customers, in which case SeasideHR will refund pre-paid, undelivered fees on a pro-rata basis.

11.4 Effect of termination

On termination, your right to access and use the Services ends. The licence in Section 6.1 to Deliverables already paid for and delivered survives termination, subject to your continued compliance with Sections 6 (IP), 7 (Confidentiality), 9 (Acceptable Use), and 10 (Liability).

11.5 Survival

Sections 4.3 (cure, refund), 5 (Customer Data), 6 (IP), 7 (Confidentiality), 8.4 (Disclaimer), 9 (Acceptable Use), 10 (Liability), 11.5 (Survival), 12 (Changes), 13 (Notices), 14 (Governing Law), 15 (Forum), 16 (Miscellaneous), 17 (Pre-incorporation Vertragsübernahme), and 18 (Definitions) survive termination.

12. Changes to the Terms

SeasideHR may update these Terms from time to time. Material changes will be notified to you by email (to the address on your account) and posted at <https://seasidehr.org/legal/terms> at least **thirty (30) days** before they take effect. Continued use of the Services after the effective date constitutes acceptance.

If you do not accept material changes, you may terminate these Terms before the changes take effect; SeasideHR will refund pre-paid, undelivered fees on a pro-rata basis.

13. Notices

Notices to SeasideHR must be sent to michael.sieben@seasidehr.org (legal notices) and privacy@seasidehr.org (privacy notices). Notices to you will be sent to the email address you provided at checkout or in your account profile. Email is the primary notice channel; postal notices may additionally be sent to the addresses in the preamble.

14. Governing Law

These Terms and any non-contractual obligation arising in connection with them are governed by:

(a) for Customers whose registered office or, where there is no registered office, principal place of business is in **Canada, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein**, excluding conflict-of-laws principles;

(b) for all other Customers (including EU/EEA, UK, Switzerland, and Rest-of-World), **the substantive laws of the Federal Republic of Germany**, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding conflict-of-laws principles.

15. Forum and Dispute Resolution

15.1 Forum

Subject to Section 15.2:

(a) for Customers governed by Nova Scotia law per Section 14(a), the **courts of Halifax, Nova Scotia** have exclusive jurisdiction;

(b) for all other Customers, the **courts of Cologne, Germany** have exclusive jurisdiction.

15.2 Equitable relief

Either party may seek interim or injunctive equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or trade secrets pending resolution of the underlying dispute.

15.3 No class actions

You agree to bring any claim against SeasideHR only on an individual basis, not as part of a class, consolidated, or representative action.

15.4 Limitation period

Any claim under these Terms must be brought within **twelve (12) months** of the event giving rise to the claim, except where a longer mandatory limitation period applies under §634a BGB (German law — defects in Werkvertrag work; 12 months / 24 months / 30 years per category) or under Canadian provincial limitations statutes.

16. Miscellaneous

16.1 Severability

If any provision of these Terms is held unenforceable, the remaining provisions remain in full force. For German-law-governed orders, §306(2) BGB applies and the unenforceable provision is replaced with a regulation closest to the parties' original intent.

16.2 Entire agreement

These Terms (with the DPA and Privacy Notice incorporated by reference) constitute the entire agreement between the parties for the product-tier Services and supersede prior or contemporaneous understandings. For strategic-tier engagements, the MSA-CA / MSA-DE + SOW + DPA framework applies and supersedes these Terms.

16.3 No assignment

You may not assign these Terms without SeasideHR's prior written consent (not unreasonably withheld). SeasideHR may assign these Terms to a successor entity (including SeasideHR GmbH per Section 17) or in connection with a merger, acquisition, or sale of substantially all assets, with notice to you.

16.4 No waiver

Failure to enforce a provision is not a waiver of future enforcement.

16.5 Independent contractors

The parties are independent contractors. Nothing in these Terms creates an employment, partnership, joint venture, agency, or franchisor-franchisee relationship.

16.6 Force majeure

Neither party is liable for failure to perform caused by events beyond reasonable control (Höhere Gewalt / force majeure), including natural disasters, government actions, war, terrorism, civil unrest, extended internet or cloud-provider outages affecting more than 50% of the affected party's hosting region.

16.7 Language

The English version of these Terms is the legally binding version. German, French, and Spanish translations may be provided for convenience only.

16.8 Electronic signature

You accept these Terms by completing checkout, signing up for an account, or clicking an "I accept" button — all of which constitute valid electronic acceptance per §126a BGB, the Quebec *Act to establish a legal framework for information technology*, the Canada *Electronic Commerce Act* (provincial equivalents), and the EU eIDAS Regulation (910/2014).

17. Pre-incorporation Vertragsübernahme — transition to SeasideHR GmbH

SeasideHR is currently operated by **Michael Sieben — SeasideHR** as an Einzelunternehmer (sole proprietorship). On formation of **SeasideHR GmbH** (the "**Successor Entity**"), Michael Sieben — SeasideHR will transfer these Terms — together with all rights and obligations under them — to the Successor Entity pursuant to §415 BGB (Vertragsübernahme).

You hereby give advance consent to this transfer. Notice of the transfer will be:

(a) posted at <https://seasidehr.org/legal/terms>; and (b) sent by email to active customers at the address on your account.

If you object to the transfer in writing within **thirty (30) days** of the notice, you may terminate these Terms and obtain a pro-rata refund of pre-paid, undelivered fees. If you do not object within that period, the transfer is deemed accepted and the Successor Entity becomes your counterparty under these Terms, with continuity of all rights, obligations, and limitation periods.

18. Definitions

- "**Asset**" — a specific deliverable type offered in the SeasideHR catalog, such as True North — The Talent Acquisition Report.
- "**Business Day**" — a day that is not a Saturday, Sunday, or public holiday in Cologne, Germany (for German-law-governed orders) or in Halifax, Nova Scotia (for Canadian-law-governed orders).
- "**Customer Data**" — as defined in Section 5.1.
- "**Deliverable**" — the output of an Asset delivered to you under these Terms.
- "**DPA**" — the SeasideHR Data Processing Agreement at <https://seasidehr.org/legal/dpa>.
- "**HIL Review**" — Human-in-the-Loop Review as described in Section 1.3.
- "**Services**" — the product-tier Services described in Section 1.

- **"Sub-processor"** — as defined in the DPA.
 - **"Successor Entity"** — as defined in Section 17.
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