Cape Terms of Service

Effective Date: November 10, 2026

Last Updated: November 10, 2026

1. About these terms

These Terms of Service ("Terms") are an agreement between Cape HR LLC ("Cape", "we", "us") and the organization that signs an order form for the Service ("Customer", "you").

These Terms cover:

- the Cape leave management application at app.capehr.com (the "Service");
- the support and implementation services Cape provides to customers of the Service; and
- connections Cape sets up, at the Customer's request, between the Service and third-party services such as the Customer's HR system.

These Terms do not cover the public website www.capehr.com. The Cape Privacy Notice describes how the website handles information.

Accepting these Terms

The Customer accepts these Terms by signing an order form that refers to them. The order form, these Terms and any Data Processing Agreement the parties sign together make up the agreement. If an order form conflicts with these Terms, the order form controls for that order only.

Contact

General questions and support: info@capehr.com, or www.capehr.com/support.

2. Eligibility and accounts

Who may use the Service

The Service is for businesses. Cape offers it to employers to manage the leave of their employees who work in the United States. It does not cover employees who work outside the United States, and it is not for personal, household or consumer use.

The person who signs the order form for the Customer confirms that they have authority to bind the Customer.

Users

The Customer decides who in its organization may use the Service ("Users"). Users may include:

- the Customer's HR and company administrators;
- managers, who have read-only access; and
- employees, where the Customer has turned on the employee portal, which is a preview feature.

The Customer is responsible for its Users' use of the Service and for their compliance with these Terms.

Setting up accounts

Cape creates the Customer's organization and its first HR administrator. After that, the Customer adds and removes its own Users. Users sign in through Cape's sign-in provider, and single sign-on is available. Multi-factor authentication is required for the HR administrator and company administrator roles.

The Customer's account responsibilities

The Customer must:

- give access only to people who need it for the Customer's business, and remove access promptly when someone no longer needs it;
- review its Users' access from time to time;
- keep its account information accurate and up to date;
- keep sign-in credentials confidential, and secure its own identity provider and devices; and
- tell Cape promptly at info@capehr.com, with "Security" in the subject line, if it suspects unauthorized access to its account.

3. The Service

What the Service does

The Service is a web-based application that helps HR teams manage employee leave from the first request to the return to work. It brings federal, state and local leave rules and the Customer's own policies into one case record. Generally available features include:

- leave cases and leave plans;
- tasks and deadlines;
- notices and other communications to employees;
- document storage;

- email between HR and employees, including email employees send to the Customer's intake address in the Service;
- the Laws Explorer, a reference library of leave laws with their sources;
- interactive process records for workplace accommodations; and
- a connection to the Customer's HR system, provided through Cape's integration partner, Merge.

Preview features

Some features are offered as previews, such as the employee portal, pay during leave, company handbook import and Ask Cape on a case. Previews are off until the Customer asks Cape to turn them on. They are provided as they are, may change or end at any time, and are not covered by the support and availability commitments in these Terms.

Decision support, not legal advice

- The Service provides reference information drawn from cited sources. It is not a legal determination and not legal advice.
- The Customer's HR team, with its own counsel as needed, makes every leave, accommodation and employment decision.
- Some legal content in the Service may still be awaiting review by counsel.
- Pay-during-leave information is an estimate for planning. The Customer and its payroll provider confirm actual amounts.
- Cape does not promise that using the Service will make the Customer compliant with any law.

AI features

Ask Cape on a case is a preview and stays off until the Customer asks Cape to turn it on. Ask Cape in the Laws Explorer is on for every account, and Cape turns it off if the Customer asks. When an AI feature is on, the Service sends information to Cape's AI provider, Anthropic, to produce a response. Ask Cape on a case sends a reduced case summary without names, email addresses, identifiers, document contents or medical details. Ask Cape in the Laws Explorer sends the question as typed, with passages from Cape's law library, and no case or employee records; Users should not include employee details in a question. AI output can be wrong, and HR reviews it before relying on it.

Cape does not use Customer Data to train AI models. Cape uses Anthropic under Anthropic's commercial terms, which do not allow Anthropic to train its models on Customer Data.

What the Service does not do

The Service does not:

- give legal advice, or make leave, accommodation or employment decisions;
- run payroll or pay wages or benefits; or
- file claims with government agencies or insurers for the Customer.

Availability

Cape uses commercially reasonable efforts to keep the Service available. It does not commit to a specific uptime percentage and does not offer service credits. If a major outage happens, Cape tells the Customer's administrators without undue delay and keeps them updated until it is resolved.

Updates

Cape improves the Service regularly. Updates apply to all customers automatically, and Cape posts product updates at www.capehr.com/changelog. Cape gives at least 30 days' notice before removing a generally available feature, unless it has to act sooner for security or legal reasons.

Support

Cape provides support by email at info@capehr.com, and by call booked through www.capehr.com/support, on weekdays from 9 am to 5 pm Pacific time, except US federal holidays. Cape responds within 1 business day. Security reports are handled as urgent at any time.

Third-party services

The Service connects to services the Customer chooses, such as its HR system and its identity provider. The Customer authorizes those connections and keeps them active. Its use of those services is governed by its own agreements with their providers. Cape is not responsible for a third-party service's availability or for the accuracy of the data that service sends.

4. Acceptable use

The Customer and its Users may use the Service only for the Customer's own internal HR purposes. They must not:

- use the Service in violation of any law, including employment, privacy and anti-discrimination laws;
- put data into the Service that they have no right to share, or use the Service to access or

misuse other people's data without authorization;
- access, or try to access, another customer's data or any part of the Service they are not authorized to use;
- test, scan or probe the Service's security without Cape's written permission;
- upload malware or harmful code, or interfere with or disrupt the Service or its infrastructure, including by sending excessive automated requests;
- copy, reverse engineer or decompile the Service, except where the law does not allow this restriction;
- resell the Service, or give access to anyone outside the Customer's organization unless Cape agrees in writing; or
- use the Service to build a competing product.

Reporting vulnerabilities

Anyone who finds a security vulnerability in the Service should report it to info@capehr.com with "Security" in the subject line. Cape's security contact details are also published at app.capehr.com/.well-known/security.txt.

5. Fees and payment

Fees

Fees are set in the Customer's order form and priced per employee per month. The order form also states how employees are counted. Unless the order form says otherwise:

- Cape invoices the fees for each 12-month subscription term in advance;
- invoices are due within 30 days; and
- fees exclude sales, use and similar taxes, which the Customer pays. Cape pays the taxes on its own income.

Pilots

A pilot runs for the fixed term in its order form, at the fee stated there, if any. A pilot does not renew automatically. When it ends, the pilot ends unless the Customer signs an order form for a paid subscription.

Renewal and price changes

A subscription renews automatically for further 12-month terms unless either party tells the other, at least 60 days before the current term ends, that it will not renew. Cape changes prices only at renewal, and gives at least 60 days' notice before the renewal date.

Refunds

Fees are non-refundable, except that Cape refunds the prepaid fees for the rest of the term if:

- the Customer ends the agreement because Cape materially breached it and did not fix the breach; or
- Cape stops offering the Service.

Late payment

If undisputed fees are more than 30 days overdue, Cape may suspend the Service after giving 10 days' written notice. Cape restores access promptly once the overdue amount is paid, with no reactivation fee. The Customer may withhold an amount it disputes in good faith while the parties resolve the dispute.

6. Intellectual property

Cape's property

Cape and its licensors own the Service, including its software, design, rules models, the Laws Explorer content, documentation, and all improvements to them. These Terms give the Customer the right to use the Service for its internal HR purposes while its subscription lasts. They do not transfer ownership of anything.

The Customer's data

The Customer owns the data it and its Users put into the Service or bring in through connected services, including employee records, leave and health information, documents and emails ("Customer Data").

The Customer confirms that it has the rights, and has given any notices or obtained any consents, needed to put Customer Data into the Service, including its employees' health information.

The permission Cape needs

The Customer gives Cape permission to host, copy, process, transmit and display Customer Data only as needed to provide, secure and support the Service for the Customer, and as the law requires. Cape has no other right to use Customer Data. In particular, Cape does not use Customer Data, including de-identified or aggregated Customer Data, for any other purpose.

Feedback

If the Customer sends Cape suggestions about the Service, Cape may use them without any

obligation to the Customer.

Customer references

Cape does not name the Customer as a customer, or use its name or logo in marketing, without the Customer's written permission.

7. Privacy and customer data

Cape's role

Cape processes Customer Data on the Customer's behalf and on its instructions, as a service provider under the California Consumer Privacy Act. Cape does not sell or share Customer Data and does not use it for advertising.

Privacy notice

The Cape Privacy Notice at www.capehr.com/privacy describes how Cape handles personal information.

Data processing agreement

The commitments in this section on sub-processors, security incidents and deletion apply to every Customer. If the Customer and Cape sign a Data Processing Agreement, it forms part of the agreement and controls if it conflicts with these Terms about the processing of personal information.

Sub-processors

Cape uses these service providers to run the Service:

- Vercel (hosting)
- Neon (database)
- Cloudflare R2 (document storage)
- WorkOS (sign-in)
- Merge (HR system connection)
- Resend (email)
- Sentry (error monitoring)
- Axiom (application logs)
- Google (company email and file storage)
- Wispr Flow (transcripts and notes of customer calls)
- Anthropic (AI features, and the AI assistant Cape staff use for implementation and support,

under Cape's business account)

Cape keeps the current list at www.capehr.com/subprocessors. Before a new sub-processor starts processing Customer Data, Cape emails the Customer's administrators at least 30 days in advance. The Customer may object within that period on reasonable data-protection grounds. If the parties cannot resolve the objection, the Customer may end the agreement and receive a refund of prepaid fees for the rest of the term.

Where Customer Data is stored

The Service's application and database run in the United States, in Oregon, and documents are stored with Cloudflare in the United States. Some service providers may process data or provide support from outside the United States.

Security

Cape:

- encrypts Customer Data in transit and at rest;
- keeps each customer's data separate;
- records user actions in an audit log; and
- has an independent penetration test of the Service at least once a year.

More detail about Cape's security is available in its Trust Center at www.capehr.com/trust.

Cape staff access

Cape staff access a Customer's account only to provide support or implementation, and only after recording a reason. Each support session ends after 60 minutes and is recorded in the Customer's audit log.

Security incidents

If Cape confirms a security incident affecting Customer Data, it tells the Customer without undue delay, and in any case within 72 hours of confirming it. Cape gives the Customer the information it reasonably needs to meet its own notice obligations.

Requests from the Customer's employees

If one of the Customer's employees asks Cape directly to access or delete their data, Cape forwards the request to the Customer within 5 business days and tells the employee it has done so. The Customer verifies its own employee and instructs Cape.

Deletion on request

The Customer may ask Cape to delete specific employees' data, or all of its data, by emailing info@capehr.com with "Data deletion request" in the subject line. Cape acknowledges the request within 5 business days. It completes the deletion within 30 days of the Customer's written confirmation of the request, and confirms it in writing.

8. Suspension and termination

Suspension

Cape may suspend some or all access to the Service if:

- the Customer or a User breaches the Acceptable use section;
- suspension is needed to stop a security threat to the Service, the Customer or other customers;
- the law, or a court or government order, requires it; or
- undisputed fees are overdue, as described under Late payment.

Where it reasonably can, Cape gives notice before suspending access. It limits the suspension to what is needed and restores access once the reason is resolved. Suspension does not delete Customer Data.

Term

The first subscription term is 12 months, unless the order form says otherwise. Neither party may end a term early for convenience; either may choose not to renew, as described under Renewal and price changes.

Either party may end the agreement if the other materially breaches it and does not fix the breach within 30 days after written notice.

What happens to accounts and data afterward

When the agreement ends:

- the Customer's and its Users' access to the Service ends;
- the Customer may ask for a copy of Customer Data, before the agreement ends or within 30 days afterward. Cape provides the records as CSV files and the documents as a ZIP file;
- after that 30-day window, Cape deletes the Customer's organization and its data within 30 days, or sooner if the Customer asks in writing;
- deleted data ages out of database backups within 7 days after deletion;
- Cape keeps the audit log, its record of who did what in the Service and when, for 3 years

after the Customer's account closes, as a security and legal record. Only Cape's officers can access it during that time. Cape then deletes it;
- records held by Cape's email, error-monitoring and logging providers expire within 90 days; and
- Cape keeps any data it must keep by law or for a legal claim only as long as required, and tells the Customer what it kept.

Cape sends the Customer a deletion certificate stating what was deleted, what was kept and why, and the date by which deleted data has aged out of backups.

Terms that by their nature should continue after the agreement ends continue, including Intellectual property, fees owed, the audit log commitment above, and the sections from Warranties and disclaimers to General terms.

9. Warranties and disclaimers

Cape warrants that the Service performs materially as described in its documentation during the subscription term. If it does not, the Customer should tell Cape, and Cape will use commercially reasonable efforts to correct it. If Cape does not correct a material failure within 30 days of the Customer's notice, the Customer may end the agreement and receive the refund described under Refunds.

Preview features and AI features are provided as they are, without any warranty.

Except as stated in this section, the Service is provided without any other warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose, title or non-infringement, to the extent the law allows. Cape does not warrant that the Service will be uninterrupted or error-free, or that it will make the Customer compliant with any law.

10. Limitation of liability

Neither party is liable for any indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue or goodwill, arising out of the agreement, even if it was told they were possible.

Each party's total liability arising out of the agreement is limited to the fees the Customer paid and owes for the Service in the 12 months before the event that gave rise to the claim. For a breach of Privacy and customer data or of Confidentiality, the limit is twice that amount.

These limits do not apply to the Customer's obligation to pay fees, or to any liability that the law

does not allow to be limited.

11. Indemnities

By Cape

Cape will defend the Customer against any claim by a third party that the Service, as Cape provides it, infringes that party's intellectual property rights, and will pay the damages and costs finally awarded against the Customer, or agreed in a settlement Cape approves. This does not apply to claims caused by Customer Data, by combining the Service with anything Cape did not provide, by changes Cape did not make, or by use of the Service that breaches these Terms.

If the Service is, or Cape believes it may be, found to infringe, Cape may change it so that it does not infringe, obtain the right for the Customer to keep using it, or end the Customer's use of the affected part and refund the prepaid fees for the rest of the term.

By the Customer

The Customer will defend Cape against any claim by a third party arising from Customer Data that the Customer had no right to provide, or from the Customer's or its Users' unlawful use of the Service, and will pay the damages and costs finally awarded against Cape, or agreed in a settlement the Customer approves.

How claims are handled

The party seeking a defense tells the other party promptly about the claim, lets it control the defense and settlement, and gives reasonable help at the other party's expense. The defending party may not agree to a settlement that admits fault for the other party or places obligations on it without that party's written consent.

12. Confidentiality

Each party may receive non-public information from the other that is marked as confidential or that a reasonable person would understand to be confidential ("Confidential Information"). Customer Data is the Customer's Confidential Information.

The receiving party uses the other party's Confidential Information only for the agreement. It shares it only with its employees, contractors and advisers who need it for the agreement and are bound by confidentiality duties at least as protective as these, and it protects it with at least reasonable care.

Confidential Information does not include information that becomes public through no fault of the receiving party, that the receiving party already knew or developed independently, or that it

received lawfully from someone else without a duty of confidentiality. A party may disclose Confidential Information when the law requires it, after telling the other party where the law allows, so that the other party can seek protection.

These duties last for 3 years after the agreement ends, and for Customer Data for as long as Cape holds it.

13. Governing law and disputes

California law governs the agreement, without regard to its rules on conflicts of law. The state and federal courts in Los Angeles County, California, have exclusive jurisdiction over any dispute arising out of the agreement, and each party agrees to their jurisdiction.

14. Changes to these Terms

Cape may update these Terms. The current version is posted at www.capehr.com/terms with its effective date. Cape emails the Customer's administrators at least 30 days before a material change takes effect. If the Customer objects in writing before the change takes effect, the earlier version continues to apply to the Customer until the end of its current subscription term.

15. General terms

- **Notices.** Formal notices to Cape go by email to info@capehr.com, with "Legal notice" in the subject line, or by mail to Cape HR LLC, 5217 Hollywood Blvd, Los Angeles, CA 90027. Cape sends notices to the contact named in the order form, or by email to the Customer's administrators.
- **Assignment.** Neither party may assign the agreement without the other's written consent, except to a successor in a merger, acquisition or sale of all or substantially all of its business or assets, after notice to the other party.
- **Events outside a party's control.** Neither party is liable for a delay or failure caused by events beyond its reasonable control, such as natural disasters, war, terrorism, government action, or failures of the internet or utilities that it does not control. This does not excuse an obligation to pay fees.
- **Relationship.** The parties are independent contractors. The agreement does not create a partnership, agency or employment relationship, and it gives no rights to anyone other than the parties.
- **Entire agreement.** The agreement is the parties' entire agreement about the Service and replaces any earlier agreement on the same subject. Terms in a Customer purchase order or similar document do not apply.
- **Severability and waiver.** If a court finds part of the agreement unenforceable, the rest continues in effect. Not enforcing a term is not a waiver of it.

- **Signatures.** An order form may be signed electronically and in counterparts.