



Acceptable Use Policy

This document talks about what we think is fair and reasonable around the use of our products.

Basically, we think our products should be used for what they are designed for.

Don't use them to be mean or do terrible things and everything should be fine.

If you have any questions about the below or the intent of this policy, please email:

customerlove@adroitcreations.com

This Acceptable Use Policy applies to Adroit Creations (ADROIT) (a) websites (including without limitation all elementSERIES websites and applications such as www.adroitcreations.com, elementTIME.com, elementORG.com, elementSTAFF.com, and all successor URLs, mobile or localized versions and related domains and subdomains) and (b) communications and messaging products and services ((a) and (b) collectively, "Services").

To keep the Services running safely and smoothly, we need our users to agree not to misuse them.

What we expect from you and your users

We expect all our clients to:

- Manage their own user accounts and roles from within the Services.
- Protect their own accounts and user credentials by using the most secure authentication provided for all their employees and ensure their employees are empowered to recognise and avoid phishing and soft security risks when accessing the ADROIT services.
- Comply with the terms of your services agreement with ADROIT, including with respect to compliance with laws.



- Promptly notify ADROIT if a user credential has been compromised or if you suspect possible suspicious activities that could negatively impact security of the ADROIT services or your account.

Note: You may only perform any security penetration tests or security assessment activities with the express advance written consent of ADROIT.

Why? Our security will lock down tenant sites in the event of DoS or other activities detected as abnormal. This will lock all users including yours out of your elementTIME instance until we review the incident. Annoying right - however if you advise us of the testing, we can ensure our automated reaction responses only have minimal impact on your users. We will also advise of timing – such as avoiding your peak use times around Council payroll close to ensure there is no impact on payroll close processes for Payroll officers.

Please note testing on the elementtime.com domain will test the elementtime public website not the elementtime application. We can assist with testing and provide information to assist.

Specifically, you agree not to:

- a. probe, scan, or test the vulnerability of any system or network used with the Services.
- b. tamper with, reverse engineer or hack the Services, circumvent any security or authentication measures of the Services or attempt to gain unauthorized access to the Services (or any portion thereof) or related systems, networks or data.
- c. modify or disable the Services or use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or related systems, network or data.
- d. access or search the Services by any means other than our publicly supported interfaces, or copy, distribute, or disclose any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”.
- e. overwhelm or attempt to overwhelm our infrastructure by imposing an unreasonably large load on the Services that consume extraordinary resources, such as by: (i) using “robots,” “spiders,” “offline readers” or other automated systems to send more request messages to our servers than a human could reasonably send in the same period using a normal browser; or (ii) going far beyond the use parameters for any given Service as described in its corresponding documentation.



- f. solicit any users of our Services for commercial purposes.
- g. use the Services to generate or send unsolicited communications, advertising or spam, or otherwise cause ADROIT to become impaired in its ability to send communications on its own or on its customers' behalf (e.g., by causing ADROIT to become registered on any Email DNS blacklist or otherwise be denied services by any other third-party communications service provider).
- h. misrepresent yourself or disguise the origin of any data, content or other information you submit (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with ADROIT or any third party) or access the Services via another user's account without their permission.
- i. use the Services for any illegal purpose or in violation of any laws (including without limitation data, privacy and export control laws).
- j. use the Services to violate the privacy of others, or to collect or gather other users' personal information (including account information) from our Services.
- k. use the Services to stalk, harass, bully or post threats of violence against others.
- l. submit (or post, upload, share or otherwise provide) data, content or other information that (i) infringes ADROIT's or a third party's intellectual property, privacy or other rights or that you don't have the right to submit (including confidential or personal information you are not authorized to disclose); (ii) that is deceptive, fraudulent, illegal, obscene, defamatory, libellous, threatening, harmful to minors, pornographic, indecent, harassing, hateful, religiously, racially or ethnically offensive, that encourages illegal or tortious conduct or that is otherwise inappropriate in ADROIT's discretion; (iii) contains viruses, bots, worms, scripting exploits or other similar materials; or (iv) that could otherwise cause damage to ADROIT or any third party.
- m. promote or advertise products or services other than your own without appropriate authorization.
- n. use meta tags or any other "hidden text" including ADROITs or our suppliers' product names or trademarks; or
- o. permit or encourage anyone else to commit any of the actions above.

Without affecting any other remedies available to us, ADROIT may permanently or temporarily terminate or suspend a user's account or access to the Services without notice or liability if ADROIT (in its sole discretion) determines that a user has violated this Acceptable Use Policy.