



# General agreement terms and conditions

This document provides details on the way we govern ourselves when providing you services using the elementTIME platform and what you can expect from us.

We try not to focus on the negative but sometimes it is important to lay a solid foundation for managing expectations and ensuring we all know where we stand in the unlikely event something happens.

Speaking of which, we once did some work with a government agency who included ‘zombie outbreak’ in their contingency planning. That is planning for unlikely – well maybe.

These Terms and Conditions provide a foundation for you and us to work together.

It exists to provide confidence that in the unlikely and unfortunate event that our relationship does not go as expected there is already a framework on our options for figuring things out.

We take our relationship with clients very seriously, and that means sometimes we need to have some boring legal type of stuff to stand on, so we can build our relationship into something great with extreme trust.

We have tried to make this in plain language as possible without getting our legal advisors all freaked out but if you don’t understand anything just ask – between us I think legal speak is sometimes complicated just because it has a fragile ego and wants to sound impressive.

If you have any questions or need clarifications, please contact us at: [customerlove@adroitcreations.com](mailto:customerlove@adroitcreations.com)

**These terms and conditions apply to all elementTIME users renewing or joining the elementTIME community from 1<sup>st</sup> July 2025.**

elementTIME

*‘Built for government. Backed by integrity. Proven through experience. Supported with passion.’*



## Introduction

These Terms and Conditions (“Agreement”) are between Adroit Creations (“Adroit”, “we”, “us”) and you (“Customer”, “you”). Adroit Creations refers collectively to either respective entity in New Zealand or Australia depending on your organisations physical location.

By using our Services, you agree to these terms. If you’re accepting on behalf of an organisation, you confirm you have the authority to do so.

This agreement applies to your use of:

- The elementTIME platform and all related versions, URLs, and domains
- All directly related services, information and support
- Any messaging or communication services we provide

If you don’t agree, please don’t use our Services. This Agreement is legally binding.

## Definitions

**\*\*Agreement\*\***: These Terms and Conditions and any related order forms or documents.

**\*\*Client Hosted Site\*\***: An elementTIME instance hosted on your own IT environment.

**\*\*Fees\*\***: Payments for using our Services, including licences and support.

**\*\*Intellectual Property Rights\*\***: Our rights to all designs, software, trademarks, and content related to the Services.

**\*\*Form\*\***: Any documents or extra details provided with your order.

NOTE: These terms should be read in conjunction with our data privacy, acceptable use and security policies as it binds you as a user to agree with those policies.



## 1 - When this starts and how long it lasts

Your Agreement starts when you first access our Services or the date on your first order form, whichever comes first.

Unless noted otherwise, your subscription renews automatically every three months unless either of us gives 90 days' written notice to the other before the term ends.

## 2 - Changes to this Agreement

Sometimes things change.

We might update these terms, and we'll let you know via email or your account. Changes will take effect at your next renewal or new order. If we need to make changes sooner (like for legal reasons) and you don't agree, you can cancel, and we'll refund any unused fees.

We may also update and change our related policies at any time depending on changes in the security landscape, altered development processes or other

## 3 - Access and use

We give you a non-exclusive, non-transferable licence to use the elementTIME platform for your internal business needs. You're responsible for your equipment, internet, and making sure everything is set up to use our Services. If you have a Client Hosted Site, additional terms apply.

## 4 - Support and updates

We'll support you through our in-application support, email or phone on things like bugs and using the Services. If you need extra help (like heavy configuration or in-person visits), we might charge extra, and we'll tell you beforehand.

We update our Services regularly in most cases this will just happen however we'll give you notice if an update requires you to change your setup or impacts your users.

You agree you will ensure your connected systems are upgraded to supported versions when needed. If you require support for connection with outdated or unsupported systems, there may be extra costs – but we will tell you if this is the case.

If you upgrade or change your connected systems, there may be costs associated with our support for the change. It will depend on the extent of customised requirements. We will tell you if there will be charges.

Note: Our pay guard services are covered by distinct project engagement terms and conditions.



## 5 - Confidentiality and non-disclosure

Both of us agree to keep each other's confidential information safe.

Confidential information includes any non-public business, technical, financial information, or information a reasonable person would understand to be confidential. It does **not** include information that:

- a) Is or becomes public through no fault of the receiving party
- b) Was lawfully known to the receiving party before receiving it from the other party
- c) Is independently developed by the receiving party without using or referencing the disclosing party's confidential information
- d) Is rightfully received from another source without restriction on use or disclosure

We'll only use each other's confidential info to carry out this Agreement and not share it without consent (except to necessary staff or contractors under similar obligations).

If we're required by law to disclose confidential info, we'll try to let each other know first.

These obligations last for five years after this Agreement ends (or longer if required by law).

## 6 - Warranties and liability

We promise we have the authority to let you use our Services. To our knowledge, our Services don't infringe on anyone else's rights, and we'll deliver our services with reasonable skill and care.

We can't promise the Services will always work perfectly or meet every single need.

We aren't liable for indirect or special losses (like lost profits or data). If we're found liable, our total liability won't exceed the fees you paid in the 12 months before the claim.

You should also verify any calculations and data — don't rely solely on our system without checking.

## 7 - Your data and our IP

Your data is yours. We'll treat it as confidential and only use it to provide, improve, and analyse the Services. We might also use aggregated, anonymised data to improve and benchmark our services.

You agree not to share access to your account, and to keep passwords safe. Please refer to our privacy data and acceptable use policies.

Remember you are responsible for making sure you have the rights to use any third-party systems you connect to us. We could go on for hours about this topic, but to summarise: We think this should be an automatic right, however some providers think they own any user's data. We can't access systems if your contracts and agreements with the suppliers prevent your right to do so,



however we can work with you on other options. Also between us if this is the case... maybe you might want to look at that. Just saying.

We own all IP related to the Services. You can't copy or modify our Services without our permission. You also cannot give access to individuals outside of your organisation or to other organisations without our written prior permission.

## 8 - Supporting policies and activities

We are vested in ensuring you succeed when using our Services and continue to succeed in the future. We commit to showing up and in using our Services you agree to:

- a) Supply us an up-to-date list of authorised account owners with delegated authority to make decisions regarding this agreement and any decisions that may have an impact on security. If staff change you will notify us when it impacts this list.
- b) Confirm and agree to our success expectations agreement including annual return on investment review sessions with your executive.
- c) Abide by the expectations outlined in our privacy data policy, acceptable use policy and security policy.
- d) When your organisation has substantive change in your payroll team of greater than 50% of active operational resource commit to ensuring all new staff undergo introductory empowerment training of elementTIME. There may be a cost for this. We will tell you before hand if this is the case.

## 9 - Payments

You agree to pay all fees as outlined in your order or Form.

We may adjust fees with 180 days' notice in writing.

Licences are billed monthly or annually in advance unless stated otherwise. Other services (like training or consulting) are invoiced monthly and payable within 14 days.

If you don't pay on time, we may charge interest and/or suspend access.

## 10 - Ending things

Hopefully this will never happen but if either of us has a dispute, we'll try to resolve it together first. If we can't sort it out in 15 business days, it can go to arbitration (under relevant Australian or New Zealand Law).

Either of us can end this Agreement by:

- a) Giving 90 days' written notice (not within the first 12 months)



- b) If the other party breaches the Agreement and doesn't fix it within 14 days of notice
- c) If one party becomes insolvent or stops operating

After termination:

- a) You pay any outstanding fees
- b) You can export your data (we'll help for up to 14 days)
- c) You return any of our materials

## 11 - Security

We'll give you options to protect your account, like PINs or authorised user lists.

You're responsible for keeping these secure.

Because our services rely on third-party networks (like the internet), we can't always guarantee 100% security.

## 12- Other legal bits

- a) We'll notify you using your registered email or address
- b) This Agreement is governed by New Zealand and Australian law
- c) You can't transfer this Agreement without our written consent
- d) If any part of this Agreement isn't valid, the rest still applies
- e) Delays in enforcing rights don't mean we waive them

## 13 - Entire agreement

This Agreement (plus any specific order forms or statements of work) is the full understanding between us. If there's a conflict, specific documents (like order forms) will override these general terms.

Variations will not be valid unless signed by relevant representatives from both of us.

## Final word

We're here to help and want this to be a great partnership. Let us know anytime if you have questions!