

OnSiteNow – Terms of Use

Last updated: 30 May 2025

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1. Acceptance

By accessing the OnSiteNow application (“Service”) you agree to these Terms. If you use the Service on behalf of a company, you confirm that you are authorised to bind that company.

2. Definitions

“Check-In Data” – photos, GPS coordinates, timestamps, location IDs and related meta-data uploaded via the Service.

“Customer” – the legal entity using the Service.

“Self-Hosted” – Customer deploys the Service in its own environment.

“Cloud-Hosted” – Service hosted and maintained by OnSiteNow.

3. Scope of Service

OnSiteNow provides software to record employee presence on job sites using photo and GPS or QR validation. The Service may evolve; material changes will be notified 30 days in advance.

4. Customer Obligations

- provide accurate user details and keep credentials secure;
- obtain informed consent from employees for collection of photo & location data as required under NZ Privacy Principle 3 and Australian Privacy Principle 5;
- not use the Service for unlawful surveillance.

5. Data Ownership & Licence

Customer retains all rights to Check-In Data.

Customer grants OnSiteNow a non-exclusive licence to host, back-up and deliver Check-In Data solely to provide the Service.

6. Data Storage & Security

Self-Hosted: Customer is sole data controller.

Cloud-Hosted: OnSiteNow stores data in ISO 27001-certified NZ/AU data centres; all photos are encrypted at rest; TLS 1.2+ in transit.

7. Fees & Payment

Fees are set out on osn.nz/tariffs and are billed monthly in NZD. Late payments may incur 2 % interest per month.

8. Warranties & Disclaimers

Service is provided “as-is”. To the maximum extent permitted by NZ law, OnSiteNow disclaims implied warranties of merchantability, fitness for a particular purpose and non-infringement.

9. Liability

OnSiteNow’s aggregate liability under these Terms is limited to the fees paid by Customer in the preceding three-month period. Neither party is liable for indirect or consequential loss.

10. Suspension / Termination

OnSiteNow may suspend access if Customer materially breaches these Terms or violates applicable privacy law. Either party may terminate with 30 days’ written notice.

11. Governing Law

These Terms are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.

12. Contact

questions? → onsitenownz@gmail.com