



Emplify Master Services Agreement

This Agreement was last updated and released in July 2025.

About

Emplify is the Innovation Culture System for sustainable growth. This service is proudly brought to you by Breinchild Innovations Group Limited ("Breinchild"), a New Zealand registered company.

Emplify exists to help teams build the culture they need to innovate, perform, and thrive. We combine behavioural science, real-time insight, and practical tools to make culture measurable, actionable, and strategic — so organisations can grow stronger and build something meaningful.

We give teams a clear read on how culture is supporting — or holding back — innovation, so they can move forward with clarity and confidence.

Customer Agreement

This Master Services Agreement ("Agreement") governs your use of Emplify's digital platform and learning and development content (the "Platform") and forms a legally binding agreement between Breinchild and your organisation (the "Customer"). In this Agreement, unless specified otherwise, the use of the words ("we", "us", "our", "Emplify", "Breinchild") all refer to Breinchild Innovations Group Limited.

Please also review our [General Terms & Conditions](#), [Privacy Policy](#), and [Data Processing Policy](#) (together, the "Related Terms").

This Agreement outlines the terms under which Breinchild licenses access to Emplify and governs your use of the Platform.

We may change the terms of this Agreement at any time, and such changes will become effective immediately upon release.

If you continue to utilise the Platform and engage with us relating to the same, you are agreeing to comply with and be bound by the terms of this Agreement, together with our [General Terms & Conditions](#).

If you do not agree to the terms of this Agreement, do not use the Platform.

General

The Platform, including any updates or improvements, is licensed, not sold, to you. Breinchild and its licensors retain ownership of the Platform and all associated intellectual property. We may release updated versions of the Platform ("Updated Platform") and this Agreement will continue to apply unless otherwise specified.

Permitted Uses

You are granted a limited, non-exclusive licence to use the Platform solely for your internal business purposes and only for use by authorised Members. You must not:

- Share access with unauthorised users;
- Distribute, modify, reverse-engineer, or create derivative works or back-up copies of the Platform;
- Use the Platform in any way that could harm Breinchild's reputation or goodwill, or infringe on its other rights including intellectual property rights;
- Transfer, rent, lease, lend, redistribute or sublicense the Platform;
- Fail to manage the security of any device accessing the Platform.

You have an obligation to manage the security of the device that you or the Members utilise to access the Platform and ensure that you have sufficient policies in place to protect the use of the Platform in accordance with this Agreement.

Data Collection

We may collect diagnostic and usage data from the electronic systems and devices that Customers and Members use to access and interact with the Platform. We do this to improve our services and to verify compliance with this Agreement, in accordance with our [Privacy Policy](#). We may anonymise and aggregate engagement data to build industry benchmarks ('Anonymous Data') and share these insights with Customers and other parties. Where applicable, our [Data Processing Policy](#) governs international data transfers and compliance with GDPR.

Account Registration

You must register an account (Emplify Account) to access and use certain features of the Platform. If you are registering an Emplify Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity. You must provide accurate, current and complete information during the registration process and keep your Emplify Account up-to-date at all times.

We will send all communications to the address you nominate. Therefore, it is essential you keep all contact and address details current. We may communicate with you by email. You may not register more than one (1) Emplify Account unless we authorise you to do so. You may not assign or otherwise transfer your Emplify Account to another party.

You are responsible for maintaining the confidentiality and security of your Emplify Account credentials and may not disclose your credentials to any third party. You must immediately notify us if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Emplify Account. You are liable for any and all activities conducted through your Emplify Account unless you do not authorise such activities, and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your credentials).

Invoicing & Payments

Payment

By placing an Order, you acknowledge and agree to our payment policy.

You must pay our fees within 14 days of receiving a tax invoice from us unless the payment terms provide otherwise on the invoice. The payment of the fee constitutes full payment for the provision of the relevant Products and Services.



Unless agreed otherwise, you must pay us all monies owed before we will supply you with the ordered Products and Services.

You acknowledge that certain credit card payments or bank transactions may attract a surcharge, transaction fee or other charge. You acknowledge and agree that we may charge you an amount equal to this cost imposed on us (if any). You are also responsible for the payment of any fees, charges or costs in relation to any exchange rate applicable.

Unless otherwise stated, payment obligations are non-cancellable and any fees paid are non-refundable.

Automatic Payments

An Automatic Payment is a payment that we will automatically charge directly to your nominated credit card upon the due date of the tax invoice. You have the option to select Automatic Payments by choosing payment via Credit Card on a transaction. If not previously saved in your Account, you will be required to provide your credit card details to us at the time of the transaction.

You can update or change your credit card details at any time in your Account.

Subject to the other terms of this Agreement, you hereby expressly consent to, authorise and instruct us to deduct the Automatic Payment from your nominated credit card for the tax invoice amount on the due date stipulated in the applicable tax invoice. You acknowledge that you are giving us the ability to collect our fees automatically when they become due and payable.

You are responsible for ensuring that you have sufficient funds in your credit card available to make Automatic Payments on the due date specified in the tax invoice. You are liable for any fees or charges imposed by your nominated credit card. You hereby consent to us attempting to process the payment again if it is not successfully processed on the due date.

If an Automatic Payment fails (for example, if your nominated credit card is a card that has expired), interest may apply unless you otherwise make payment immediately upon request or provide us with updated credit card details.

Stripe is our approved payment provider for Automatic Payments. Please find their security policy [here](#). By continuing to provide your payment information, you agree that you have read and understood Stripe's security policy and agree that Breinchild will not be held liable for any related breaches.

Billed Payments

If your order isn't fully completed within four weeks of the order date, we may invoice you for anything that's already been delivered or used. This includes things like digital access, assessments, reports, training materials, or any other services used by you or your team.

If parts of the order are still outstanding after this point, we'll continue working to complete them as usual. But the invoice for the portion already used will still be due according to our standard payment terms.

No Set Off

In the event of a payment dispute:



- You must not set off, deduct, or withhold any portion of the fee for any reason; and
- If you dispute all or part of an invoice, you are required to pay the full amount claimed and then initiate the dispute resolution process for the disputed portion.

Late Payments & Interest

If our invoice isn't paid, or if you don't pay in advance when we've asked you to, we may pause work or block access to the platform until payment is made. We also reserve the right to impose interest on the unpaid amount at the rate of 10% per annum (calculated on a daily basis).

A failure to comply with the payment terms is deemed to be a material breach of these Terms.

If you default in payment of the fee or any other amount owing to us, we may, at our absolute discretion, initiate legal proceedings against you to recover:

- the unpaid fee;
- interest at the pre-judgment interest rate which applies at the time, which will accrue from the date on which the amount becomes due up until the date on which the amount is paid in full by you;
- our costs (including legal costs on a solicitor-client basis) and expenses incurred as a result of your default and in enforcing the Terms, or such amount adjudicated by a court of competent jurisdiction,

without giving notice and without affecting any other right we have under these Terms or at law.

Suspended accounts will be reinstated once all outstanding amounts, including any applicable interest, have been paid in full.

GST

Unless otherwise expressly stated, all prices for Products and Services to be provided under or in accordance with these Terms are exclusive of GST.

If one party has to pay GST under this agreement, the other party must also pay them an extra amount to cover that GST — as long as they're given a proper tax invoice. For example, let's say Emplify provides Products and Services to a Customer for \$1,000. If Emplify becomes responsible for charging and paying GST, they would add \$150 GST (at 15%). The Customer would then pay a total of \$1,150 — the original \$1,000 plus the \$150 GST — as long as Emplify provides a valid tax invoice.

Term

This Agreement begins on the Activation Date and continues until terminated. You may accept this Agreement by:

- Clicking "Accept" on the platform, or
- Signing a Proposal that includes this Agreement.

Termination

Either party may terminate this Agreement immediately if:

- The other party commits a material breach and fails to remedy within 30 days of notice;
- Insolvency or similar proceedings are initiated against either party.



Upon termination:

- You must cease all use of the Platform and destroy all copies;
- Return or destroy all Confidential Information;
- All end-user licences granted under this Agreement will terminate.

Intellectual Property, Confidentiality, and Disclaimer clauses survive termination.

Platform Availability

Breinchild may suspend access to the Platform if:

- A Force Majeure Event occurs;
- There is a system failure, technical issue, or required maintenance;
- There is a telecommunications or power outage;
- Suspension is required by law or under this Agreement;
- The Customer has failed to pay any amount due.

Breinchild will aim to restore access as soon as practicable, except in cases of non-payment, where access will resume only after all outstanding amounts are paid in full.

Breinchild may also discontinue parts of the Platform to protect third-party IP, if continued operation becomes commercially unviable, or to protect its legal position. In such cases, Breinchild will notify the Customer and may offer a pro-rata refund or fee suspension at its discretion.

Maintenance

We will give 72 hours' notice before scheduled maintenance requiring temporary suspension.

Intellectual Property

Breinchild warrants that, at the commencement of this Agreement, it is entitled to grant the rights in respect of the License subject to the terms and conditions of this Agreement.

The Customer acknowledges that –

- (a) Breinchild retains ownership of all Intellectual Property Rights relating to the Platform created by or for Breinchild.
- (b) All Intellectual Property Rights subsisting in the Platform are either owned or licensed from third parties (as the case may be) by Breinchild and that nothing in this Agreement has the effect of or should be construed as passing ownership of any Intellectual Property Rights of Breinchild to any person.
- (c) All Intellectual Property Rights in any Data devised or created by either party under this Agreement, will be owned by Breinchild and will vest in Breinchild effective from the date that such data are devised.

Breinchild acknowledges that all Intellectual Property Rights subsisting in the Customer Materials are either owned or licensed from third parties (as the case may be) by the Customer and that nothing in this Agreement has the effect of or should be construed as passing ownership of any Intellectual Property Rights in the Customer Material to any person.

Breinchild will indemnify the Customer against losses arising out of or in connection with a claim that the Customer's use of the Platform infringes the intellectual property right of any third party.

Confidentiality

Each party (**Recipient**) which receives Confidential Information of the other party (**Discloser**) under this Agreement acknowledges that all Confidential Information provided to it or to which it is exposed is confidential to the Discloser.

The Recipient must:

- (a) treat all Confidential Information as confidential and not make public or disclose to any other person that Confidential Information unless it has first obtained the written consent of the Discloser to do so;
- (b) prevent third parties from gaining access to the Confidential Information; and
- (c) deliver and surrender to the Discloser upon request all records of Confidential Information held by it.

At the request of a Discloser, a Recipient must:

- (a) return to the Discloser all Confidential Information of the Discloser; or
- (b) destroy the Discloser's Confidential Information and certify to the Discloser that it has been destroyed.

Disclaimer

The Platform is provided "as is". We disclaim all warranties, express or implied, to the fullest extent permitted by law. Our liability is limited to the annual subscription fee paid by you. We do not guarantee uninterrupted or error-free operation.

Assignment

You may not assign this Agreement without our written consent. Breinchild may assign or subcontract its obligations, in keeping with the terms of this Agreement and respecting confidentiality.

Notices

Notices must be in writing and delivered by email or in person. Emails are deemed received on the next business day if sent after 5:00pm NZT.

Jurisdiction

This Agreement is governed by New Zealand law. If any provision is unenforceable, the remainder remains in force.

Dispute Resolution

Contact us at hello@breinchild.com with any concerns you have regarding the delivery of our Products and Services to you.

We are committed to participating in a friendly, collaborative dispute resolution process. To that end, this Agreement provides for a two-part process:

- an informal negotiation directly with us, and
- if, 30 days after the date the dispute arises we fail to settle the dispute, a referral to mediation, with a mediator chosen by both of us.



If the Parties cannot agree on the identity of the mediator or the location and date, and time of the mediation, the Parties will request the president for the time being of the New Zealand Law Society to nominate a mediator and the location and date and time of the mediation.

The cost of the mediator and the mediation (apart from each Party's legal costs) will be borne equally between the Parties to the dispute.

If the Parties fail to resolve the dispute by mediation in accordance with this section, then the Parties are free to institute legal proceedings through the Courts.

You agree to cooperate and act in good faith. Neither party will disparage or denigrate the other.

You must not make any public statements in relation to a dispute without our prior written consent. You acknowledge the importance of maintaining public confidence in the integrity of the Platform and the Products and Services provided.

This clause will survive any termination of this Agreement and will continue to apply even if you stop using the Platform or your Account is terminated.

We prefer informal resolution but disputes are subject to New Zealand jurisdiction.

Entire Agreement

This Agreement, along with Related Terms, represents the entire agreement between the parties.

Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

Acceptance

Each party agrees to promptly do anything reasonably required — including signing documents — to carry out the terms of this Agreement or comply with legal obligations.

This Agreement may be signed in hard copy, electronically, or in separate parts (counterparts). By clicking "Accept" or signing a Proposal that includes this Agreement, the Customer agrees to be bound by its terms.

No Merger

No right or obligation of any party will merge on completion of any transaction contemplated by this Agreement.

Severability

Any provision of this Agreement that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of this Agreement which shall remain in force.

Definitions

In these Terms, the capitalised words and phrases have the meanings set out below.

Accept	means that by either clicking “Accept” on the Emplify platform or by signing a Proposal that includes this Agreement, the Customer agrees to be legally bound by this Agreement and the Related Terms (if applicable). Acceptance constitutes a valid written or electronic signature, or acknowledgement and acceptance by return email to us.
Account	means an account that is created upon registration by the Customer and includes subsequent Member user accounts created under the Customer’s Account.
Activation Date	means the day the Customer subscribes to the Platform.
Agreement	means this Agreement and any Schedule(s), together with all appendices, annexures, and any amendments which may later be entered into.
Confidential Information	<p>of a Discloser means all non-public and proprietary transactions, records, information, materials, processes, and networks relating to the Discloser’s business, disclosed by or on behalf of such Discloser to the Recipient in connection with the Permitted Purpose and includes, without limitation:</p> <ul style="list-style-type: none"> • The contents of this Agreement and the fact the parties are entering into discussions; • Proprietary business and strategic information; • Intellectual Property-related data; • Non-public third-party information; • Commercial, technical, and client-related information; • Any other information which by its nature should reasonably be considered confidential. <p>Confidential Information does not include information that:</p> <ul style="list-style-type: none"> • Is agreed in writing to be excluded; • Becomes public without breach of this Agreement; • Was already known or lawfully received without obligation; • Is independently developed without reference to the Confidential Information; • Is Anonymised Data.
Customer	means an organisation registered to receive and utilise our Platform.

Customer Materials	means any trademarks, images, content, or other materials developed by the Customer prior to the Commencement Date or independently of this Agreement.
Discloser	means the Party disclosing Confidential Information.
Force Majeure Event	means any event outside a party's reasonable control that delays or prevents performance, including acts of God, natural disasters, strikes, war, terrorism, epidemics, government action, legal changes, or major service outages.
Data	means any improvement, adaptation, addition, modification, or development to the Intellectual Property Rights, including all materials created during use of the Platform or in connection with this Agreement.
General Terms & Conditions	means an Agreement between Breinchild and the Members.
Intellectual Property Rights	means all intellectual property rights, whether registered or unregistered, including but not limited to copyrights, patents, trademarks, design rights, and trade secrets.
Order	means a Customer's purchase order, a mutually agreed statement of work, or any other relevant document.
Products	means the products provided by Breinchild as described in an Order.
Members	mean an employee or contractor of the Customer who is authorised by the Customer to access and use the Platform and has registered as a user on our website.
Recipient	means the Party receiving Confidential Information.
Services	means any and all of the services provided by Breinchild, including any services provided through the Platform.