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# FAIR USE POLICY

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Business Fitness (Accountants) Pty Ltd ACN 098 580 708 (Business Fitness)

Review Date: October 2025



## SUMMARY

This policy applies to all Customer and End User (collectively, “**Users**”) use of any **Business Fitness** products set out in an applicable Order Form (“**Product**”).

Fair use means that use of copyright material does not infringe copyright if it is ‘fair’, and that when considering whether the use is fair, certain principles or ‘fairness factors’ must be considered as set in this policy.

It is important to Business Fitness that all Users are able to access our Products in the manner intended. Accordingly, this Fair Use Policy ensures access to, and use of, our Product by all users is reasonable.

Terms capitalised in this policy have the meaning given to them in Business Fitness’ Master Services Agreement.

## UNREASONABLE USE

In using or accessing Business Fitness products, Users must not:

1. share their credentials with others;
2. distribute a volume of emails higher than an amount deemed reasonable by Business Fitness, or otherwise misuse any communication or email tools;
3. use Products to defame, spam or harass any person or to distribute, view or create any Material that may be pornographic, defamatory, offensive, obscene, illegal or unlawful;
4. use Products in a way that may infringe the Intellectual Property Rights of Business Fitness or a third party;
5. reproduce any part of the Products for sale or incorporation into any other product or service intended for sale;
6. attempt to gain unauthorised access to any materials, documents or code other than which the User has been given express permission to access, or to the computer system on which the Products are hosted;
7. transmit or upload to the Products any files, code or programs that may damage or corrupt the IT infrastructure, devices, data or software of Business Fitness or any third party;
8. make use of any resource or functionality supplied by use to an excessive extent as reasonably deemed by Business Fitness, such as actioning excess file uploads and downloads, or permitting or facilitating access to the Products by more users than is permitted under the User’s relevant subscription;
9. engage in any illegal or unlawful activity, including any fraudulent use of the Products;
10. engage in any activity that is otherwise deemed by Business Fitness to be contrary to the way the Products are designed or permitted to be used;
11. engage in any activity that otherwise adversely affects other Users’ use of, or access to, the Products; or
12. engage in any activity otherwise reasonably deemed inappropriate by Business Fitness.

Further, users must not permit or facilitate the above acts by another person.



## OUR RIGHTS

Where Business Fitness finds a User in breach of this Fair Use Policy, Business Fitness may contact the User to discuss changing the contravening usage so that it conforms to this Fair Use Policy.

If the contravening use continues after Business Fitness has contacted the User, Business Fitness may, without further notice to the User (if applicable):

1. suspend or limit the User's access to any or all the Products (or any feature of a Product) for any period Business Fitness thinks is reasonably necessary; and/or
2. terminate the operative agreement with the relevant User in accordance with clause 16.1(a).