

FAIR USE POLICY

1. Introduction

- 1.1. This Fair Use Policy governs **Syncly Pty Ltd (ACN 647 348 543) (Syncly, we, us or our)** and **you (Customer)**, the entity which has engaged us to provide the Services outlined in the applicable Master Services Agreement (**Agreement**) between you and us.
- 1.2. This document outlines how we ensure the Services are used appropriately and to limit any burden or undue delay on the Syncly Platform based on your usage.
- 1.3. All Syncly's Customers have certain Data Limits set out in their applicable Order Form.
- 1.4. Capitalised terms used but not defined shall have the meanings ascribed to them in the relevant Agreement or Order Form to which this Fair Use Policy relates.

1. Definitions

- 1.1. **Data** means the aggregate amount of data that you consume each month using the Syncly Platform.
- 1.2. **Data Limit** means the data limit applicable to your use of the Services as particularised in your Order Form.
- 1.3. **Excess Charge** means the rate specified in your Order Form to be paid in accordance with the Payment Terms set out in the Agreement.

1. Excessive Use

- 1.1. Subject to the Agreement and any applicable Order Form, you agree that where you consume Data in excess of your Data Limit, we may, in addition to the Fees, and charge an Excess Charge as set out in the applicable Order Form and give you written notice of this usage requesting you decrease your usage.
- 1.2. If you refuse to pay the Excess Charges, Syncly may technically limit your usage of the Services to the Data Limits for the duration of the Term.