

Schedule 13

Fair Use Policy

About this Schedule

The Policy in this Schedule is specifically incorporated by reference Master Services Agreement (**Agreement**) between Customer and Supplier in respect of the Customer's use of the Services.

1. About this Policy

1.1 The Fair Use Policy is designed to:

- (a) protect the quality and integrity of Kinatico Compliance;
- (b) ensure Services are used legally and reasonably;
- (c) ensure all Customers receive fair and equitable access to Kinatico Compliance.

1.2 This Fair Use Policy applies to the Customer's use of the Services.

1.3 Supplier may take action under this Policy where the Customer's use of the Service is deemed to be 'unreasonable' or 'excessive' as set out in this Policy.

2. Unreasonable Use or Excessive Use

2.1 Supplier may determine that the Customer's use of the Services is unreasonable if it is contrary to the way the Services are intended to be used. Examples include, but are not limited to:

- (a) rapid or excessive switching between Subscription Plans;
- (b) any improper, illegal or fraudulent use of Kinatico Compliance, including any use that constitutes a breach

of the Authorised Admin Terms;

- (c) using the Services in a way that a reasonable person would not regard as ordinary;
- (d) interfering with other Users use of the Services,
- (e) causing significant congestion or reducing the Supplier's ability to provide the same quality Services to other customers; or
- (f) attempting to manipulate or bypass any limitations in the Services.

(Unreasonable Use)

2.2 Supplier may determine that the Customer's use of the Services is excessive if usage is more than is reasonably necessary or normal. Examples include, but are not limited to consuming more support time or logging more support issues than a typical customer with similar users on the same Licence Plan (**Excessive Use**).

3. Supplier acknowledgements

3.1 In determining whether action should be taken under this Policy, the Supplier acknowledges that the Customer:

- (a) may have a broad range of usage of the Services; and
- (b) may not have entirely uniform usage of the Services (e.g. there will be days or weeks of heavier usage and periods of lighter use).

4. Actions available under this Policy

- 4.1 Supplier may monitor and review the Customer's usage of the Services and the solution for Excessive Use or Unreasonable Use.
- 4.2 Supplier reserves the right to apply this Policy at its discretion and on a case-by-case basis.
- 4.3 Supplier will notify the Customer if:
 - (a) Excessive Use or Unreasonable Use is identified; and
 - (b) the Supplier intends to suspend or cancel the Customer's subscription or access to the Services (in accordance with the Agreement).

5. Urgent or extreme cases

- 5.1 In an urgent or extreme case, Supplier may immediately and temporarily block the Customer's access to the Services. This may occur, for example, where:

- (a) Services are likely to be significantly impacted (e.g. the Customer's use of the Services continues to unreasonably impact other customers);
- (b) the Supplier reasonably believes the Customer's system or the Supplier's system is under attack or has been compromised (e.g. a denial of service attack or a hacker or potential a security breach);
- (c) the Customer's usage is generating costs to the Supplier that are not normal when compared to other Customers on the same Plan.

- 5.2 Supplier may take reasonable steps to mitigate this problem and may pass associated costs onto the relevant customer.

6. Definitions and Interpretation

Unless the context otherwise requires, all terms used in this Schedule that are defined in the Master Services Agreement bear the meaning ascribed in the Master Services Agreement.

Version history

This is version 1.0 of this Schedule.

Version	Approved	Effective	Notes
1.0	29/05/2025	30/05/2025	First version published