

## **FAIR USE POLICY**

### **General**

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of certain Products and Services.
2. In this Fair Use Policy:
  - a. **Excessive Use** has the meaning given to that term in clause 7 of this Fair Use Policy;
  - b. **Fair Use Policy** means this policy;
  - c. **Nearmap, we, us or our** means Nearmap Australia Pty Ltd ABN 16 120 677 250;
  - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
  - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
  - f. **You or Your** means any customer of Nearmap;
  - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
  - h. **Unreasonable Use** has the meaning given to that term in clause 5 of this Fair Use Policy;
3. We reserve the right to vary the terms of the Fair Use Policy from time to time.
4. This Fair Use Policy is additional to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

### **Unreasonable Use**

5. It is unreasonable use of the Products and Services where Your use is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

### **Excessive Use**

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

### **Nearmap's Rights**

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy.

9. If, after Nearmap has contacted You, Your Unreasonable and/or Excessive Use continues, Nearmap may, without further notice to You:
  - a. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month; and/or
  - b. immediately cease Your access to Nearmap; and/or
  - c. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.