

Fair Use Terms & Conditions

Effective Date: 01 Feb 2023

Last Updated: 15 Aug 2025

These Fair Use Terms (“Terms”) govern your access to and use of Flynt’s products and services available on the Sage Marketplace, including but not limited to integrators, connectors, API connectors, dashboards, workflows, and related tools (“Solutions”). By installing, accessing, or using our Solutions, you agree to these Terms. If you do not agree, do not use the Solutions.

1. Purpose of Fair Use

Our Fair Use Policy is designed to ensure that all customers can enjoy reliable, consistent, and secure access to our Solutions without degradation of performance caused by excessive or abusive use.

2. Acceptable Use

You may use our Solutions for your internal business purposes only, in a manner that:

- Complies with all applicable laws, regulations, and industry standards.
- Aligns with the intended functionality of the Solutions.
- Does not infringe on any intellectual property rights of you, the customer, Sage, or any third party.
- Maintains the security and integrity of the Solutions, systems, and data.

3. Prohibited Use

You must **not**:

1. **Overload the Solutions** – No excessive API calls, data requests, or automation runs that unreasonably burden our systems or degrade service for other users.
2. **Circumvent security** – No attempts to bypass authentication, authorisation, or usage limits.
3. **Misuse integrations** – No using our Solutions to connect to unauthorised or unsupported third-party systems.
4. **Resell or redistribute** – No sublicensing, leasing, selling, or otherwise making the Solutions available to unauthorised parties.
5. **Interfere with performance** – No activities that could damage, disable, overburden, or impair the Solutions or related networks.
6. **Store or transfer prohibited data** – No use of the Solutions for illegal, harmful, or sensitive personal data beyond the scope of agreed processing.

4. Usage Limits

Depending on your subscription, licence, or service plan, you may have defined usage limits for:

- **API calls per month**
- **Number of connected systems**
- **Number of dashboards or workflows**
- **Volume of data processed or stored**

Exceeding these limits may result in:

- Temporary suspension until the next billing cycle
- Additional usage fees
- Permanent restriction if overuse continues

5. Monitoring & Enforcement

We may monitor usage patterns to:

- Ensure compliance with these Terms
- Detect abuse or security risks
- Improve the performance and stability of the Solutions

If we determine that your usage violates this policy, we may:

- Notify you and request changes to usage behaviour
- Apply temporary restrictions
- Terminate your access in cases of repeated or serious violations

6. Data Security & Privacy

We process customer data in line with our **Privacy Policy** and applicable laws, including POPIA and GDPR where relevant. You are responsible for:

- Ensuring that you have the right to share data with us
- Configuring the Solutions to protect personal or confidential information

7. Modifications

We may update these Terms to reflect changes in technology, legal requirements, or service improvements. The updated Terms will be posted on [Your Website] and will take effect from the “Last Updated” date.