

Acceptable Use Policy

This Acceptable Use Policy was last edited on [27th March 2025].

1 Introduction

1.1 Defined terms in this Acceptable Use Policy shall have the following meaning:

Term	Definition
"Agreement"	means the Synthix Master SaaS Agreement.
"Documentation"	means the user and reference manuals, specifications and other documentation that is made available by Synthix to the Client and its Users in respect of the Services.
"Client"	means the entity that has entered into an Agreement with Synthix, as a result of which You are being granted access to the Services.
"Malware"	means any viruses, corrupted files, or any other software, data, files or programs that may interrupt, damage, destroy or limit the functionality of the Services
"Permitted Purpose"	means the Client's internal business purposes only.
"Services"	means Synthix Flow and any other related services offered by Synthix.
"Synthix" or "We"	means Breaking Wave DB Ltd t/a Synthix.
"User" or "You" or "Your"	means an individual accessing and using the Services authorised by a Client pursuant to an Agreement which the Client has entered into with Synthix.

1.2 This Acceptable Use Policy applies to any User of the Services and governs how Users may access and use the Services. You should only use the Services if you are a User. You must not use the Services if you have not been authorised by a client to use them. Synthix reserves the right to update this Acceptable Use Policy at any time without prior notice to You. It is Your responsibility to ensure that You review this Acceptable Use Policy regularly and understand its content.

1.3 Synthix may restrict access to any User that is in breach of this Acceptable Use Policy.

2 Restrictions on use

Users are only permitted to use and access the Services for the Permitted Purpose. Use of the Services (or any part) in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If any person does not agree with the terms of this Acceptable Use Policy, they should not use the Services.

As a condition of use of the Services, the User shall not use the Services nor permit them to be used:

- for any purpose that is unlawful under any applicable law or regulations or prohibited by this Acceptable Use Policy;
- outside of the Permitted Purpose or for a purpose other than that of the Client;
- in a capacity as a consumer (i.e. outside of the course of your trade, business, craft or profession);
- to engage in any fraudulent activity or further any fraudulent purpose;
- to upload, post, transmit or otherwise make available any Malware;
- for purposes of promoting unsolicited advertising or sending spam;
- to simulate communications from Synthix or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');



- in any manner that disrupts the operations, business, equipment, websites or systems of Synthix or any other person or entity (including any denial of service and similar attacks);
- in any manner that harms or may endanger any other person;
- in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- to promote any unlawful activity;
- to represent or suggest that Synthix endorses any other business, product or service unless Synthix has separately agreed to do so in writing;
- to gain (or attempt to gain) unauthorised access to or use of any computers, data, systems, accounts or networks of any person (including Synthix);
- in any manner which may impair any other person's use of the Services or use of any other services provided by Synthix to any other person;
- to attempt to circumvent any security controls or mechanisms;
- to attempt to circumvent any password or user authentication methods of any person;
- in any manner inconsistent with the Agreement, the Documentation or any instructions provided by Synthix from time to time;
- in any manner which does not comply with the intellectual property rights of Synthix or any third party; or
- in any manner that Synthix deems inappropriate.

Any data inputted into or transmitted using, or communication made on or using, the Services by any User must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Synthix's discretion, acting reasonably. In particular, the User shall ensure that any such data and each such communication shall at all times be:

- submitted lawfully and without infringement of any intellectual property rights of any person;
- free of any Malware (at the point of entering any of the Services or Synthix's systems);
- factually accurate;
- provided with all necessary consents of all relevant third parties;
- not defamatory or likely to give rise to an allegation of defamation;
- not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
- not abusive, threatening, offensive, harassing or invasive of privacy;
- free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
- not racist, sexist or xenophobic;
- not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
- not liable to offend religious sentiments or deeply held beliefs; and
- unlikely to cause offence, embarrassment or annoyance to any person.

As a condition of use of the Services, the User shall not:

- create a frame or any other browser or border environment around the content of the Services (or any part);



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- display any of the trademarks or logos used on the Services without Synthix's permission together with that of the owner of such trademarks or logos; or
- use the Synthix trademarks, logos or trade name