

3Genies provides educational and informative animations to financial services providers in Australia.

In agreeing to use our services and purchasing these animations from www.3genies.com.au you have read and agreed to the terms and conditions outlined below.

3Genies is a partnership between gRok Consulting Pty Ltd (ACN 145 077 096) and Moddeko Pty Ltd ACN (104 582 452), with our registered office being 192 Koroit Street Warrnambool VIC 3280. Our postal address is PO Box 3329, Mentone East, VIC 3194, Australia. This information details the terms of use ("Terms and Conditions") for the 3Genies website and the use of our animations.

Our terms and conditions may vary over time so we encourage you to visit our website at www.3genies.com.au for the latest version. By agreeing to these terms and conditions you acknowledge that you are bound by any revisions and as such we recommend that you regularly revisit our website for the current terms.

1. Licensed Users Only

3Genies animations are created for financial services professionals such as financial advisers, mortgage brokers, stockbrokers and other specialist providers. The animation we offer via www.3genies.com.au provides general information only does not constitute financial advice, nor any other type of professional advice.

At 3Genies our animations have been created with the sole purpose of providing you with a series of marketing, educational and informative animations specifically for the financial services industry. You are not allowed to sell, edit, copy or distribute the animation without written consent from 3Genies.

Should 3Genies believe that a breach of these terms or any applicable laws has occurred we may take action including reporting the animation to the hosting provider and/or taking legal action.

2. The Content

The content available in the 3Genies animations has been written according to the information and data available at the time of writing. We monitor the

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quality and content of 3Genies animations to ensure that it is current and accurate. However, 3Genies, its officers and employees, do not guarantee, and accept no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency or completeness of any material provided by or on behalf of 3Genies.

We recommend you exercise your own skill and care with respect to the use of our products and that you carefully evaluate the accuracy, currency, completeness and relevance of our materials before use.

3. Users of the Videos

For Single-users

3Genies animations are intended for single-users. Single users are defined as one adviser (broker, authorized representative or equivalent) that hosts the animation on their own business webpage.

In saying that we also understand that you may wish to promote at a business level and therefore we have extended this offer to include practices with up to five advisers/or users with one webpage that hosts the animation.

Obviously if you are uncertain of your 'user status' and you seek further clarification we encourage you to contact us directly.

For Licensees, Dealers and Aggregators

Where a licensee, dealer or aggregator expresses a desire to host 3Genies animations then an agreed contract shall be provided. The cost is based on the number of advisers or users that have access to the webpage in which the 3Genies animation will be hosted or embedded into.

Animations must include the organisation's logo. If individual users (from within the organisation) require tailoring of the animation to suit their specific need then 3Genies can facilitate this at a discounted price.

Please note: 3Genies do not provide any white labeled animations.

4. Prohibited Action

You are prohibited from:

a) downloading the content of the 3Genies animations, 3Genies YouTube channel and www.3genies.com.au in any part or its entirety for the purpose of recreating, duplicating or storing a collection of this content in any format whatsoever;

b) on-selling or sharing any content from 3Genies animations, 3Genies YouTube Channel and www.3genies.com.au for the purpose of marketing or promoting another business;

c) transferring your animation to any other party unless 3Genies has given you prior permission in writing to do so;

d) copying or reproducing any part of any product supplied by 3Genies;

e) using the animations purchased from 3Genies to provide advice.

The content of our animations is for information purposes only. 3Genies have provided a sample general advice warning, however if you require a variation to this then the buyer must supply this at the time of purchase. As part of this process, we also encourage you to seek counsel from your license holder with regard to the appropriateness of this warning.

Please note all animations supplied by 3Genies must be accompanied by a general advice warning and it is the purchasers/buyers responsibility to ensure that all published animations include such warnings.

You agree to indemnify 3Genies and 3Genies accepts no liability for any action, claim or damages arising out of any prohibited actions by the purchaser/buyer.

5. Password

In buying a 3Genies animation you will be supplied a password that must remain confidential at all times. The registered buyer is entirely responsible for all use and activities associated with or arising from any use of their username and password (regardless of whether such use was authorised by the buyer). Should you suspect any suspicious activity we encourage you to immediately notify 3Genies by phoning (03) 8609 9765 or emailing hi@3genies.com.au.

On a routine basis we monitor the usage of this system for any unauthorised access (including but not limited to concurrent use of a username and password). If 3Genies considers that there has been a breach of these terms we may take action, including immediately terminating the account and access. No refund will be made if the account is terminated due to breach of these terms.

6. Animation Price

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We accept payment of animations using eWAY's credit card payment facility. 3Genies reserves the right to change the coupon codes at any time and confirm that all subscription members will receive one month's prior notice of any such change.

7. Delivery of Animations

From the time of purchasing, the delivery of an animation may take up to and including 14 days. Delivery is made to the nominated email with the link to a third-party cloud system for downloading and storing. If you don't have credit card facilities and would like to make an alternative arrangement for payment then please contact 3Genies directly.

8. Marketing Opt-in

By purchasing an animation from www.3genies.com.au the buyer agrees to opt in to marketing communications from 3Genies. The subscriber may unsubscribe using the unsubscribe function on each email or alternatively you may request to be unsubscribed by return email, or by calling 3Genies on (03) 8609 9765.

9. Updates

At 3Genies we have taken steps to ensure that each animation is current, accurate and regularly updated.

10. Force majeure

Once an animation has been delivered 3Genies takes no responsible for any interruption or delay in downloading content.

11. Third Party Applications

3Genies is not responsible for any virus, errors or cookies that maybe attached to emails, dropbox or any other communication sent by 3Genies to its users and buyers.

12. Copyright

The buyer/purchaser acknowledges that 3Genies owns all right and title to the intellectual property vesting in the content of the 3Genies Videos. 3Genies grants the buyer a usage of the animations but only for the purposes set out in these terms and conditions. 3Genies does not require any recognition of this copyright when the buyer/purchaser publishes any content from the 3Genies animations.

13. Representatives of 3Genies

Representatives of 3Genies may contact the purchaser/buyer to offer further benefits. If the purchaser/buyer does not wish to be contacted in this regard, please advise 3Genies via hi@3genies.com.au or phone (03) 8609 9765.

14. Changes to Terms and Conditions

3Genies maintains the right and responsibility to update these Terms and Conditions as required. If relevant to current purchasers/buyer, 3Genies will advise these changes via email to the address provided on the buyers form. Buyers/purchasers can access the latest version of these Terms and Conditions at www.3genies.com.au under Terms of Use.

15. Refund of Animations

3Genies at their sole discretion may refund the purchase price of a video if they feel the animation was purchased by accident, by an unauthorised user, a duplicated purchase was done, or an error in the payment system occurred. 3Genies is not obligated to refund any animations.

16. Disclaimer

To the fullest extent permitted by law, 3Genies disclaims all implied warranties, conditions and others terms including, without limitation, those regarding the security, reliability, timeliness, and performance of www.3genies.com.au and 3Genies animations.

17. Limitation of Liability

i. Nothing in these Terms and Conditions shall exclude or limit liability for:

- a) death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- b) fraud or fraudulent misrepresentation;
- c) breach of any implied condition as to title or quiet enjoyment;
- d) any liability which may not by law be excluded.

ii. Subject to the first paragraph of this clause, 3Genies shall not be liable under or in relation to these Terms and Conditions or their subject matter (whether such liability arises in tort [including negligence], breach of contract, misrepresentation or otherwise) for:

- a) any economic losses (including, without limitation, loss of revenues, profits,

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contracts, data, business, anticipated savings);
b) the cost of obtaining similar or substitute services from anyone;
c) any loss of goodwill or reputation; or
d) any special, indirect or consequential losses;
e) in each case, whether or not such losses were within the contemplation of the parties at the date of acceptance of these Terms and Conditions.

iii. Subject to the first paragraph of this clause, 3Genies's total liability under or in relation to these Terms and Conditions or their subject matter (whether such liability arises in tort, including negligence, breach of contract, misrepresentation or otherwise) shall not exceed the total subscription paid for one year only by this subscriber.

iv. Subject to the first paragraph of this clause:

a) under no circumstances shall 3Genies be liable to any buyer/purchaser on account of that buyer/purchaser's misuse of 3Genies videos; and
b) neither party shall be liable for any matter which is outside that party's reasonable control.

18. Miscellaneous Provisions

These Terms and Conditions will be governed by and construed in accordance with the laws of Victoria, Australia, and the subscriber and 3Genies hereby submit to the exclusive jurisdiction of the Victorian courts in respect of any dispute or matter arising out of or connected with these Terms and Conditions. Notwithstanding the preceding sentence, nothing in these Terms and Conditions shall restrict or limit 3Genies seeking injunctive or similar relief in any jurisdiction.

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect. 3Genies may assign its rights and/or obligations under these Terms and Conditions (in whole or in part), at any time, without the buyers/purchaser's consent.

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by 3Genies and/or a third party who makes its software and/or content available in conjunction with or through 3Genies.

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