

## TERMS AND CONDITIONS FOR USE OF THE OMNIUM SERVICE

Omnium Technologies Pty Ltd provides software products, collectively termed as the 'Service' for financial services businesses to assist them conduct life insurance comparisons and research for their clients and/or potential clients. By using the Service in any manner you agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all users of the Service.

### 1. MODIFICATION OF TERMS OF USE

Omnium reserves the right, at its discretion to modify or replace any of the Terms of Use.

### 2. USE OF SERVICE

You may not by any means; data mine or conduct automated searches on the Service or the data contained in it.

The Service is intended for use by individuals. Any multiple calls by another software system apart from what is confirmed as the agreed purpose for testing purposes, machine learning, data export or data storage require the written permission of Omnium.

You are solely responsible for the appropriate and legal use of the Services being provided.

You are solely responsible for any errors or omissions or for any consequences arising from the use of the Services being provided.

### 3. USE OF YOUR INFORMATION

Omnium's Privacy Policy can be found on the Omnium website and is incorporated into the Terms and Conditions.

### 4. LIMITATION OF LIABILITY

You understand and agree that, to the fullest extent permissible by law and to the fullest extent permitted by applicable law in no event shall Omnium nor its directors, employees, agents, partners, suppliers, or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Service:

- i. For any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising);
- ii. For any bugs, viruses, Trojan horses, or the like (regardless of the source of origination)
- iii. For your reliance on the service

### 5. SERVICE DISCLAIMER

The Service provided by Omnium aims to be accurate but we do not make any warranties concerning the appropriateness, accuracy, reliability, usefulness, completeness, or timeliness of the Service. You should independently verify all content contained in the service and other

information that you access through the Service. Your use of or reliance on any content contained in the service is at your own risk and you will be solely responsible for any damage or loss to any party resulting thereof.

We are also not responsible for any altering of reports or documentation that are generated from our Service that may inaccurately represent our service.

### 6. TERMINATION OR SUSPENSION OF SERVICE

We can suspend or terminate your subscription account at any time for any reason (acting reasonably of course) including:

1. if you breach these terms,
2. if you dishonour payment obligations

Effect of termination - On termination of this Service:

- You must cease using the Service and we will cease to provide you with the Service;
- You agree that any payments made are not refundable;
- We may remove your Customer Data within one month of the date of termination.

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