

## Terms of Use

updated 25 Oct 2019

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### 1. Acceptance of our Terms

Real IT Unit Trust (ABN 94 606 410 970) ("**Just Click Videos**", "**we**", "**our**" or "**us**") owns and operates the business Just Click Videos and the website [www.justclickvideos.com](http://www.justclickvideos.com).

Just Click Videos is a web application that allows the creation of videos from existing online property listings by:

- (a) placing the url of the property listing into Just Click Videos web application;
- (b) uploading or including the property data (including photos and information); or
- (c) requesting a third party software connected with Just Click Videos (like a CRM) to provide property data (including photos and information).

The services that Just Click Videos provides to you, whether as a guest or a registered user, are subject to the following Terms of Use ("**TOU**"), our Privacy Policy and Licence Agreement.

The following order of precedence applies in the event of any inconsistency between these TOU, the Privacy Policy and the Licence Agreement:

- (d) Licence Agreement;
- (e) Privacy Policy; and
- (f) TOU.

These TOU explain the terms by which you may use our online and/or mobile services, website and software provided on, or in connection with, the service (collectively, the "**Service**"). By accessing and/or using the Service, you indicate that you accept these TOU and that you agree to abide by and be bound by them. You should read these TOU carefully and immediately cease using the Service if you do not agree to these TOU. We may, at our sole discretion, vary or modify our TOU at any time without notice to you. Any subsequent access to, or use of, the website by you will constitute an acceptance of those modifications. The most current version of these TOU can be reviewed by visiting <http://www.justclickvideos.com/terms-of-use>

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### 2. Eligibility

Only people who are 18 year old or older are able to use or register to use the website.

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### 3. Accessing the Service

Access to the Service is permitted on a temporary basis, and Just Click Videos reserves the right to change the Service, stop providing the Service or certain features of the Service to you or to users generally or create usage limits for the Service, without notice. We may permanently or temporarily terminate or suspend your access to the Service without notice or liability, for any reason, including if, in our sole determination, you violate any provision of these TOU, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these TOU. If your account is terminated for any reason, you must obtain written authorisation from us prior to establishing another

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account. If you attempt to establish another account without obtaining such authorisation, we may permanently ban you from the Service.

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#### **4. Member Account, Password, and Security**

You must be a registered user and set up an account to access certain features of our Service. When you register and activate an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration fields. You may also be required to choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Just Click Videos immediately of any unauthorised use of your account or any other breach of security by contacting [legal@justclickvideos.com](mailto:legal@justclickvideos.com). Just Click Videos will not be liable for any loss or liability that you may incur or suffer as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by Just Click Videos or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. You should log out from your account at the end of each use.

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#### **5. No Unlawful or Prohibited Use**

As a condition of your use of the Service and the generated Video ("**Video**"), you will not use the Service or Video for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Service or Video in any manner that could damage, disable, overburden, or impair any Just Click Videos server, or the network(s) connected to any Just Click Videos server, or interfere with any other party's use and enjoyment of the Service or any Video. You may not attempt to gain unauthorised access to the Service or any Video, other accounts, computer systems or networks connected to any Just Click Videos server or to any of the Videos, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.

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#### **6. Using our Service**

By way of example, and not as a limitation, you agree that when using the Service and generated Video, you will not:

(6.1) change, edit or modify the generated Video in any way;

(6.2) upload, or otherwise make available, files that contain images, photographs, audio, video, graphics, text or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;

(6.3) use any material or information, including images, photographs, video or audio, which are made available through the Service in any manner that infringes any copyright, trade mark, patent, trade secret, or other proprietary right of any party;

(6.4) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

(6.5) download any file posted by another user of the Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;

(6.6) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, including but not limited to in the form of watermarks, headers and footers;

(6.7) restrict or inhibit any other user from using and enjoying the Service;

(6.8) violate any code of conduct or other guidelines which may be applicable for use of the Service;

(6.9) violate any applicable laws or regulations; or create a false identity for the purpose of misleading others.

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## 7. Privacy

By using the Service, you agree to Just Click Videos' Privacy Policy as amended or updated from time to time (available at <https://www.justclickvideos.com/privacy-policy.pdf>).

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## 8. Paid Services

Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to our Pricing Schedule (available in our website [justclickvideos.com](https://www.justclickvideos.com)) which we may update from time to time, or the pricing that was agreed as by a way of contract or agreement. We may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in our sole discretion.

You may cancel your account with us at any time; however, there are no refunds for cancellation. In the event that Just Click Videos suspends or terminates your account or these TOU, you understand and agree that you shall receive no refund or exchange for any credits, any unused time on a subscription, any licence or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions, or other monetary transaction interactions.

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## 9. Feedback

You may choose, or we may invite you, to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Just Click Videos under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Just Click Videos does not waive any rights to use similar or related ideas previously

known to Just Click Videos, or developed by its employees, or obtained from sources other than you.

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## **10. Licence to use our Service**

Subject to the terms of these TOU, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable licence to use the Service and as permitted by the features of the Service. We reserve all rights not expressly granted in these TOU in the Service and generated Video. We may terminate this licence at any time for any reason.

Additional terms apply to any content that you download from or otherwise use from the Service. These additional terms are contained in our Licence Agreement (available at [http://www.justclickvideos.com/license\\_agreement](http://www.justclickvideos.com/license_agreement)).

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## **11. User property listings**

Just Click Videos does not claim ownership of the materials you provide via the property listing url.

By Posting your url property listing using the Service, you expressly grant, and represent and warrant that you have all rights necessary to grant, to Just Click Videos a non-exclusive, royalty-free, worldwide licence to use, reproduce, modify, publish, list information regarding, edit, distribute, syndicate, publicly perform, publicly display and make derivative works of your property listing, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service. For the avoidance of doubt, you will only be taken to grant these rights to us when you Post your url property listing on our Service.

Just Click Videos is under no obligation to post or use any url property listing you may provide and Just Click Videos may remove any property listing submission at any time in its sole discretion. You agree that no compensation, royalties or any other monetary consideration will be paid with respect to the use of your property listing.

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## **12. Monitoring of Videos and liability**

By using the Service, you acknowledge and agree to the following:

(12.1) Just Click Videos has no obligation to monitor the Videos. However, Just Click Videos reserves the right to review generated Video/s as part of use of the Service and to remove any materials in its sole discretion.

(12.2) Just Click Videos reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Just Click Videos's sole discretion.

(12.3) Just Click Videos takes no responsibility and assumes no liability for any generated Video or the Services, and you agree that Just Click Videos will not be liable for any damages you incur, or otherwise allege to incur, as a result of the generated Video or your use of generated Video or the Services.

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## **13. Third party links**

Our website may contain links or references to third-party websites, advertisers, services or other events or activities that are not owned or controlled by Just Click Videos. Just Click Videos does not endorse or assume any responsibility for any such third-party sites, information, materials, content, products or services. If you access a third-party website

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through or via our website, you do so at your own risk and you understand that these TOU and our Privacy Policy do not apply to your use of such sites. You expressly relieve Just Click Videos from any and all liability arising from your use of any third-party website, service or content. Additionally, your dealings with or participation in promotions of advertisers found through our services, including payment and delivery of goods, and any other terms are solely between you and such advertisers. You agree that Just Click Videos will not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

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## **14. Indemnity**

You agree to defend, indemnify and hold Just Click Videos, its subsidiaries, agents, licensors, managers and other affiliated companies, and their employees, contractors, agents, officers and directors, harmless from and against any and all liability, claim, cost, debt, expense, loss or damage of any kind (including all costs and expenses, including legal fees) arising from: (i) your use of and access to the Service, including any content or other data or content transmitted or received by you; (ii) your breach of any term of these TOU, including without limitation your breach of the warranties and representations above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity of intellectual property rights; (iv) any claim or damages that arise as a result of any of your property listing submission or any content that is submitted via your registered account; or (v) any other party's access and use of the Service with your unique username and password.

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## **15. Liability**

The Service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. Just Click Videos and/or its respective suppliers make no representations about the suitability of the information contained in the documents or Videos and related graphics, video and audio published as part of the content for any purpose. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express, implied or statutory, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

Without limiting the above, Just Click Videos, its subsidiaries and its licensors do not warrant that the content available through the Service is accurate, reliable or correct, that the Service will meet your requirements, that the Service will be available at any particular time or location, uninterrupted or secure, that any effects or errors will be corrected or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

To the full extent permitted by law and subject to these TOU, in no event shall Just Click Videos, its affiliates, agents, directors, employees, licensors or suppliers be liable for any special, indirect or consequential damages or any damages whatsoever including, without limitation, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss or corruption of data, loss of goodwill, wasted management or office time, arising out of or in connection with the supply, performance or use of the Service or Videos, whether in an action of contract, negligence or other tortious action.

Our maximum aggregate liability under these TOU is limited to the amount you paid for the relevant Video.

Nothing in these TOU excludes, restricts or modifies any guarantee, condition, warranty, right or remedy implied or imposed by statute which cannot lawfully be excluded, restricted or modified (a “**Non-Excludable Condition**”).

If a Non-Excludable Condition is implied or imposed in relation to these TOU and cannot be excluded, and we are able to limit your remedy for a breach of the Non-Excludable Condition, then our liability to you for breach of the Non-Excludable Condition is limited to the re-supply of the services or payment of the cost of re-supply of the services.

The Service is controlled and operated from our facilities in Australia. Those who access or use the Service from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable Australian and local laws and regulations.

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## **16. Governing Law**

These TOU and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Victoria, Australia. The courts of Victoria, Australia or the courts of the Commonwealth of Australia will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our Service.

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## **17. Disputes**

For any dispute with Just Click Videos, you agree to first contact us at [legal@justclickvideos.com](mailto:legal@justclickvideos.com) and attempt to resolve the dispute with us informally. If we are unable to resolve a dispute with you after attempting to do so informally, then the dispute may be submitted to mediation administered by the Australian Disputes Centre in accordance with the Australian Disputes Centre Guidelines which are operating at the time the matter is referred to the Australian Disputes Centre. The mediation will be conducted in Victoria, Australia, unless you and Just Click Videos agree otherwise. Each party is permitted to be legally represented (at its own cost) and the costs of the mediation will be met equally between the parties. Nothing in this section will prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party’s data security, Intellectual Property Rights, or other proprietary rights

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## **18. Entire Agreement**

These TOU, our Privacy Policy and the Licence Agreement constitute the entire agreement between you and Just Click Videos with respect to its subject matter, and supersedes all prior representations, communications, agreements, statements and understandings, whether verbal or in writing.

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## **19. Assignment**

These TOU and any rights and licences granted under them, may not be transferred or assigned by you, but may be assigned by Just Click Videos without restriction.

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## **20. Severability of provisions**

Any term of these TOU which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these TOU is not affected.

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**21. No waiver**

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.