



TERMS AND CONDITIONS

DEFINITIONS

1. Definitions

1.1 In the Conditions, unless the context requires otherwise:

(a) **THE GENIUS ACADEMY** means Crammit Pty Ltd ABN 14631033504

(b) **Authorisation** means any licence, consent, approval, permit, registration, accreditation, certification or other authorisation given or issued by any Authority that is necessary for THE GENIUS ACADEMY to provide services.

(c) **Authority** means any government or local authority and any department, minister or agency of any government, and any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation.

(d) **Certificate** means a document or other notification confirming that the Participant has successfully completed a Program.

(e) **Contract** means an agreement between the Participant and Learning Online for the supply of Programs by THE GENIUS ACADEMY to the Participant.

(f) **Program** means an educational program provided or made available to participants by THE GENIUS ACADEMY.

(g) **Program Fee** means the fee charged by THE GENIUS ACADEMY to the Participant for supplying a Program or Programs.

(h) **Enrol** and **Enrolment** means the act by the Participant of entering into a Contract with, or otherwise agreeing to accept the supply and delivery of a program or Programs by, THE GENIUS ACADEMY.

(i) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(j) **Intellectual Property** means all intellectual property of any type or nature whatsoever involved in or associated with the provision of a program or program by THE GENIUS ACADEMY to the participant including but not limited to Intellectual Property in any Program content, documents and resources.

(k) **Privacy Policy** means the privacy policy maintained and applied by THE GENIUS ACADEMY with respect to personal information of the Participant, which Privacy Policy is published on the Website (as updated from time to time).

(l) **Participant** means any person who Enrols in a Program or Programs.

(m) **Website** means <http://thegeniusacademy.io>

THE AGREEMENT

2. The Agreement

The following Terms and Conditions which, together with THE GENIUS ACADEMY Refund Policy and the THE GENIUS ACADEMY Privacy Policy, govern the agreement between you and THE GENIUS ACADEMY in relation to your enrolment in the nominated program.

The participant acknowledges that they are over the age of 18 and can provide evidence of same on request.

The participant acknowledges that they have reliable access to a stable, virus-free computer or laptop and a reliable internet connection;

PROGRAM ENROLMENT

3. Program Enrolment

3.1 Program enrolment is complete when you have made a specified and agreed upon payment. The duration of the program is as stated on The Genius Academy website and the relevant program outline.

3.2 The participant must provide THE GENIUS ACADEMY with all information (including but not limited to personal information) reasonably required by THE GENIUS ACADEMY for the purpose of consideration of the participants application for enrolment. THE GENIUS ACADEMY shall deal with any personal information provided in accordance with its Privacy Policy and otherwise in accordance with law.

3.3 The participant must immediately advise THE GENIUS ACADEMY of any changes to any information provided by the participant to THE GENIUS ACADEMY.

3.4 The Participant warrants to THE GENIUS ACADEMY that all information provided by the participant to THE GENIUS ACADEMY is true and correct.

3.5 THE GENIUS ACADEMY does not warrant or guarantee to the Participant, and the Participant acknowledges that:

(a) Completion or non-completion of the Program will lead to or result in any satisfactory employment or business outcomes for the Participant; or

(b) The Program content will be to the Participant's liking or satisfaction.

PROGRAM FEES

4. PROGRAM FEES

4.1 By Enrolling in a Program the Participant agrees to pay the Program Fee payable for such Program to THE GENIUS ACADEMY in such amount and in such manner as is determined by THE GENIUS ACADEMY and notified to the Participant during Enrolment. In the absence of anything to the contrary, Program Fees are payable in full immediately upon the completion of Enrolment. The Participant is obliged to ensure at all times that it is financially capable of paying all Program Fees as and when they fall due for payment.

4.2 THE GENIUS ACADEMY may offer a payment plan to the Participant with respect to the payment of Program Fees. The Participant must strictly abide by the terms of any payment

plan agreed between THE GENIUS ACADEMY and the Participant. THE GENIUS ACADEMY shall be entitled to assign, novate or transfer its rights and obligations under any payment plan so agreed to a third party without the consent of the Participant. The Participant must not assign, novate or transfer any of its rights and obligations under a payment plan so agreed without the written consent of THE GENIUS ACADEMY.

4.4 THE GENIUS ACADEMY makes no representations, promises or warranties as to the suitability of any financing options to the Participant and the Participant hereby waives and releases THE GENIUS ACADEMY from and further indemnifies THE GENIUS ACADEMY against any loss, cost or expense that THE GENIUS ACADEMY may suffer or incur in connection with the Participant deciding to enter into an arrangement with a third party finance provider in relation to the payment of the Program Fee.

4.5 THE GENIUS ACADEMY reserves the right to cancel or suspend the Participant's participation in a Program and to cease supply of Program content to the Participant without notice if the Participant fails to pay any Program Fees by the due date for payment.

8. COMPLAINT, FEEDBACK AND DISPUTE RESOLUTION

8.1 Any complaints must be made in writing and submitted to THE GENIUS ACADEMY support@thegeniusacademy.io and we will endeavour to make contact within five business days.

8.2 In the event that a complaint cannot be resolved or other dispute arises then either the Participant or THE GENIUS ACADEMY will access and initiate the dispute resolution procedure set out below before taking any other action.

8.3 The dispute resolution procedure shall be invoked by the disputing party sending a notice in writing to the non-disputing party that it is invoking the dispute resolution procedure and stating the nature of the dispute.

8.4 Upon the dispute resolution procedure being invoked, the parties must meet (by either telephone call or video conference call) within 10 Business Days on the date of invocation and endeavour to resolve the dispute. Either party may be accompanied at such meeting by a maximum of 2 support people.

8.5 If the dispute cannot be resolved at the dispute resolution meeting, then either party may thereafter take such action with respect to the subject matter of the dispute as it considers appropriate.

INTELLECTUAL PROPERTY

8. Intellectual Property

8.1 All Intellectual Property remains the property of THE GENIUS ACADEMY and/or its suppliers and vendors (as applicable).

8.2 The Participant must:

- (a) at all times keep all Intellectual Property, including private participant logins made available to it private and confidential; and
- (b) use the Intellectual Property solely for the purpose of completing the Program.

8.3 The Participant must not:

- (a) assert any ownership or other interest in or to or exploit, modify or develop any of the Intellectual Property;
- (b) copy or reproduce the Intellectual Property without the written consent of THE GENIUS ACADEMY;
- (c) share or make the Intellectual Property available to or accessible by any third party;
- (d) do anything that will or may damage, jeopardise the ownership of or bring into disrepute or question.

DEFAULT

9. DEFAULT

9.1 If at any time the Participant is in breach of a Contract or these Conditions, THE GENIUS ACADEMY may issue a notice to the Participant setting out details of the default and requiring the Participant to remedy such default within a period of not less than 14 days from the date of the default.

9.2 If the Participant fails to comply with a notice issued in accordance with clause 8.1, THE GENIUS ACADEMY may at its election by further notice to the Participant:

(a) suspend the supply of any Programs to the Participant until such time as the Participant remedies all applicable breaches; and/or

(b) cancel any Program or Contract which remains unfulfilled.

9.3 Notwithstanding clauses 8.1 and 8.2, THE GENIUS ACADEMY may:

(a) suspend the supply of any Programs to the Participant including any Website access or tutor services; and/or

(b) cancel any Program or Contract which remains unfulfilled,

by notice in writing to the Participant with immediate effect if THE GENIUS ACADEMY determines in its opinion that:

(c) the Participant has provided any false or misleading information to THE GENIUS ACADEMY as part of its Enrolment;

(d) the Participant is not at least 18 years old.

LIMITATION OF LIABILITY

10. Limitation of Liability

10.1 The Participant agrees (in line with federal & State laws) that if THE GENIUS ACADEMY breaches the Conditions or any applicable law, then the Participant's remedy is limited to :

- (a) The re-supply of any Program in which the Participant was Enrolled; or
- (b) Refund of the Program Fees for any Program in which the Participant was Enrolled.

10.2 THE GENIUS ACADEMY disclaims all liability whatsoever for:

- (a) any consequential or indirect loss and/or expense (including loss of profit) the Participant suffers or may suffer; and
- (b) any unlawful or negligent conduct of THE GENIUS ACADEMY's suppliers, agents or contract

Refund policy

Digital Products Refund Policy

The purchase of digital products, including PDF downloads and online material is subject to the following terms and conditions. Consumers are advised to review carefully before making any purchase.

Prospective students are encouraged to access the free course as advertised on www.thegeniusacademy.io option to better to assess suitability of content and educational outcomes

Payment + Refund Policy:

All transactions for the purchase of intangible products, pdf downloads, resource material, and online content are made through payment gateways such as PayPal or Stripe that use SSL encryption. These payment gateways are safe and secure for using all types of credit cards and debit cards in different countries and your details are not stored during this process.

Since your purchase is a digital product, it is deemed “used” after download or opening, and all purchases made on our website www.thegeniusacademy.io are generally non-refundable or exchangeable. Since the products made available here are intangible, there is a no refund policy.

Students that can demonstrate a legitimate case for a refund can apply and detail their reasons at support@thegeniusacademy.io. Management reserves the right to refuse or accept application on a case-by-case basis.

The Genius Academy reserves the right to amend any information, including but not limited to prices, technical specifications, terms of purchase, and product or service offerings without prior notice.

Delivery of Goods and Services:

If you do not receive the digital product link and course access upon purchasing, you can immediately contact support@thegeniusacademy.io with your transaction/payment details to ensure your product is delivered as soon as possible.

Thank you

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