

## PAY PER CLICK TERMS AND CONDITIONS

### *Pay Per Click Management Terms and Conditions*

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the **Kala Marketing Pty** Agreements, the following additional terms and conditions shall apply to any and all purchases of Pay Per Click Marketing (PPC).

It is critical that you thoroughly review this document. This Terms of Service Agreement will establish and explain the terms and conditions on which **Kala Marketing Pty Ltd** provides Pay Per Click Management service to the Client and by entering into this page, you as our Client, acknowledge that you have read, understood, and agree to be bound by all terms and conditions mentioned in this Agreement, as well as any additional rules or policies that may be established by **Kala Marketing Pty Ltd** from time to time.

The terms and conditions below apply to all pay per click (PPC), cost per acquisition (CPA), and cost per thousand impressions (CPM), display advertising, banner advertising, video advertising, and all other auction or bid forms of advertising on third party ad services.

Third party ad services include but are not limited to Google AdWords, Yahoo Search Marketing, Microsoft adCenter, Facebook, YouTube and eBay.

By entering into this agreement, you agree and acknowledge that **Kala Marketing Pty Ltd** is working solely as a consultant on your behalf to manage your pay per click marketing campaigns.

You understand and agree that data made available through the **Kala Marketing Pty Ltd** Service is dependent upon third party providers, and is subject to errors in creation, transmission, data loss, time delay and other factors beyond **Kala Marketing Pty Ltd** control. You understand and agree that any changes made to the above third party advertising metrics including bid amounts either by **Kala Marketing Pty Ltd** or by you, may impact ad spend, click-through-ratio and all advertising metrics and you agree that **Kala Marketing Pty Ltd** is not liable for any loss of revenue or changes in conversion rates. The client is ultimately responsible for monitoring all third party accounts to ensure their ads are profitable. **Kala Marketing Pty Ltd** is solely a consultant and provides any such data accessed from a third party system for your convenience only, and does not make any representation or warranty as to its accuracy or timeliness. Any recommendations, projections, forecasts, extrapolations, suggestions, or other summaries provided by **Kala Marketing Pty Ltd**, whether forward or backward looking or based upon current circumstances are nothing more than the opinion of **Kala Marketing Pty Ltd** based upon the best information

**Kala Marketing Pty Ltd** was able to

access from such third party provider and based upon the time at which such data was transmitted to **Kala Marketing Pty Ltd** (which may not be current at the time you view it). You agree not to rely on such opinions in making any advertising management decisions without first verifying the accuracy to your satisfaction.

#### **Client is solely responsible for all:**

- Ad targeting options and keywords and all ad content, ad information, and ad URLs, whether generated by or for client; and
- Web sites, services and landing pages which Creative links or directs viewers to, and advertised services and products.
- Client understands that **Kala Marketing Pty Ltd** is not responsible and has no liability for any modifications made by the Client or anyone else associated with the Client to the ads, keywords, and content, URLs, account settings, CPC or any other ad metrics in the Client's third party accounts.
- You shall indemnify and hold **Kala Marketing Pty Ltd**, or anyone associated with **Kala Marketing Pty Ltd** harmless from any claim, costs, losses, damages, liabilities, judgments and expenses, fees of attorneys and other professionals, arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") arising out of or related to any act or omission by you in using the PPC Management service, the Client Advertising Accounts, or related to the development, operation, maintenance, use and contents of any Client Advertising Account campaign, including but not limited to any infringement of any third party proprietary rights.

#### **Kala Marketing Fees**

**Kala Marketing Pty Ltd** will charge your credit card for the management fees as described in your chosen plan at the beginning of each cycle. Fees are usually a percentage of ad spend on all ad networks. You will be required to provide **Kala Marketing Pty Ltd** with a valid credit card or approved purchase order together with approved credit authorization and payment terms as a condition for enrolling in PPC Management service. You agree to provide **Kala Marketing Pty Ltd** with complete and accurate billing and contact information and to keep such information updated. You agree that this Agreement and your User Account data can be used as your express permission to charge your credit card for the Fees as may be accrued through your use of the service. You agree to immediately notify **Kala Marketing Pty Ltd** if your credit card account becomes unavailable for any reason and you understand that **Kala Marketing Pty Ltd** is not liable for such interruptions that may affect your ad metrics including loss of profit. If you believe you are not responsible for any of the Fees in your credit card statement, or your account is otherwise incorrect

you must contact us in writing within fifteen (15) days of the statement date. You agree that all payment obligations are non-cancelable and all amounts paid are nonrefundable.

#### Pay Per Click Fees

Client will pay all third party advertising services directly using Client Advertising Account for each third party advertising service. You acknowledge that **Kala Marketing Pty Ltd** is in no way responsible for any charges incurred under Client Advertising Accounts (including but not limited to Google AdWords and Microsoft adCenter) and you agree to indemnify and hold harmless **Kala Marketing Pty Ltd** from all such charges, and not to make any statement or claim to the contrary. The minimum period of our Pay Per Click service is 4 months.

#### No Guarantees

You acknowledge and agree that the availability of **Kala Marketing Pty Ltd**, as well as any third party advertising provider services (including but not limited to Google AdWords and Microsoft adCenter) and the terms upon which all of the foregoing are available are continually under experimentation and development and may have discrepancies. You acknowledge and agree that **Kala Marketing Pty Ltd** does not guarantee that your ads will be displayed on the first page of any of the above third party advertisers, and you hereby waive and agree not to assert any such claims under contract law or any other legal theory against **Kala Marketing Pty Ltd** or the third party advertising providers you access. You acknowledge and agree that **Kala Marketing Pty Ltd** does not represent or warrant, and specifically disclaims, that the **Kala Marketing Pty Ltd** service or any third party advertising provider data or data in your User Account or your Client Advertising Account will be available without interruption or without bugs.

### SEO TERMS AND CONDITIONS

#### Search Engine Optimization (SEO) Contract:

<http://www.clientsite.com>

**1.** **Kala Marketing** will provide Client with Search Engine Optimization Services (hereinafter referred to as "SEO") as described in this contract. **Kala Marketing** will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client's website.

**2.** All fees must be paid in full prior to the start of campaign on a monthly basis

**Kala Marketing's** SEO services are intended to serve two main purposes: 1) to provide the Client with increased exposure in search engines, and 2) to drive targeted online traffic to the site.

**Kala Marketing's** SEO Services will include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms.
- Obtaining "back links" from other related websites and directories in order to generate link popularity and traffic.
- Editing and/or optimization of text for various html tags, meta data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of "catching" keyword/phrase searches.
- Create traffic and ranking reports for the client and any associated pages showing rankings in the major search engines.

#### 3. For the purposes of receiving professional SEO services, Client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimization, and to communicate directly with any third parties, e.g., your web designer, if necessary.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- A *client* email address for the purposes of requesting links (something like *info@.....com.au*)
- Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by **Kala Marketing Pty Ltd** for search engine optimization purposes.
- If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. **Kala Marketing Pty Ltd** can create site content at additional cost to the Client. If Client is interested in purchasing content from **Kala Marketing Pty Ltd**, please contact **Kala Marketing Pty Ltd** for a cost estimate.

#### 4. Client must acknowledge the following with respect to SEO services:

- All fees are non-refundable.
- All fees, services, documents, recommendations, and reports are confidential.
- **Kala Marketing Pty Ltd** has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, **Kala Marketing Pty** does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- Occasionally, search engines will drop listings for no apparent or predictable reason. **Kala Marketing Pty** assumes no responsibility for this happening.
- Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees.
- Linking to “bad neighborhoods” or getting links from “link farms” can seriously damage all SEO efforts. **Kala Marketing Pty Ltd** does not assume liability for the Client’s choice to link to or obtain a link from any particular website without prior consultation.

**5. Kala Marketing Pty Ltd** is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client’s website.

**6.** The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to **Kala Marketing Pty Ltd** for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend **Kala Marketing Pty Ltd** and its subcontractors from any liability or suit arising from the use of such elements.

**7. Kala Marketing Pty Ltd** is not responsible for the Client overwriting SEO work to the Client’s site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of **\$100** per hour + GST. Notwithstanding any other provision of this Agreement.

**8.** The minimum period of our SEO service is 6 months.

## HOSTING TERMS AND CONDITIONS

By placing an order with **Kala Digital**, you confirm that you are in agreement with and bound by the terms and conditions below.

### Definitions

The Client : The company or individual requesting the services of **Kala Digital**.

**Kala Digital**: Primary designer/site owner & employees or affiliates.

### General

**Kala Digital** will carry out work only where an agreement is provided either by email, mail or fax.

An 'order' is deemed to be a written contract between **Kala Digital** and the client, this includes email agreements.

### Services

We may provide services directly or via a third party. Third party services may be subject to specific agreements as supplied by them. By applying or using any service offered by us you must agree to this agreement and any agreement of our third party suppliers.

### Hosting setup

It is your responsibility to ensure that any applied hosting package application is completed and activated ready for full use. Quoted times for account activation are estimates and we do not guarantee or imply activation within the quoted time frame. We may delay or refuse activation if:

- Payment is not cleared or received in full
- We believe the order, information or payment is fraudulent
- You have any funds outstanding with relation to any other account
- The domain name quoted does not exist, is in a non-usable state (e.g pending renew) or deemed to be proposed for use that voids our Acceptable Use policy
- There is any other reason which we deem satisfactory

We may send notification of hosting activation however:

- Your contact details must be correct and up to date
- This is not final word that your hosting is fully active and ready for use, you must ensure the hosting is fully functional

You release us of any claim arising from failed hosting activation whether at fault of our system, our staff or any other factor out of our reasonable control.

### Loss of service

We will endeavour to maintain network stability and satisfactory service levels, however:

- We may from time to time perform routine maintenance, service and upgrades. We will endeavour to act on such instances at the most convenient times and provide reasonable notice by any means we deem satisfactory
- We may experience outages beyond our control caused by any of the following; force majeure (any 'act of god' including those induced by negative human activities), war, invasion, act of hostilities, civil war, rebellion, military power or confiscation, terrorist activities, nationalism, governmental/quasi-governmental sanction, restraint, embargo, prohibition or intervention, blockage, labour dispute, general strike, lockout or failure of utilities

(electricity, telephone, etc), failure of hardware (our hardware as well as third party), failure of software, failed software or hardware upgrade or any other failure as caused by Mooty Web Design, our suppliers or any third party

- We may, at our discretion provide notification of outages whether planned or unplanned
- You release us from any claim or potential claim with relation to outages and any loss of business/service suffered by you or any third party

### Payment

If any payment due from you to us is not received by the due date, you authorise us to directly debit that payment using the credit card account details provided by you upon registration.

We are entitled to recover (on a full indemnity basis) any costs, fees and charges (including legal costs) incurred in recovering any amounts owing by you to **Kala Digital**. Without limitation to the above, we may charge an administration fee of \$30.00 +GST for any dishonoured cheques.

You acknowledge that should we not receive renewal payment prior to the date of expiry we reserve the right to suspend services immediately without notice. We may provide a 30 day grace period whereby we will hold your information and data on our servers. Should this period expire without payment we reserve the right to purge all data pertaining to your account with us.

### Suspension and cancellation

We reserve the right to suspend/cancel any/all service, including all domain names if:

- You have any outstanding invoice or account
- Your account is in dispute or dispute resolutions procedure, court order, judgement, findings or determination
- You fail to comply with any provision in this agreement or those referenced in this agreement
- There is evidence of fraudulent, illegal, defamatory, offensive activities, or any activity in breach of a third party's rights
- We deem your use of our services may jeopardize the operation of the service, Mooty Web Design or our suppliers
- We deem any other reason as satisfactory to protect Mooty Web Design, our staff and/or our suppliers
- Any suspension or cancellation is subject to our Refunds Policy.

If your account is cancelled under this agreement:

- You must pay all outstanding charges to us immediately
- We may revoke/terminate any license issued to or by you in relations to the services as of the date of cancellation
- We may immediately delete all data held prior to cancellation
- We may perform any action without notice

### Acceptable use policy

It is your responsibility at all times to:

- Use our service and services in a manner which does not violate any applicable laws or regulations
- Respect the conventions of the newsgroups, lists and networks that you use
- Respect the legal protection afforded by copyright, trademarks, license rights and other laws to materials accessible via our service;
- Respect the privacy of others
- Use the service in a manner which does not interfere with or disrupt other network users, services or equipment;

and

- Refrain from acts that waste resources or prevent other users from receiving the full benefit of our services
- Ensure your use of our services remains ethical and in accordance with accepted community standards

You must at all times comply with law. You will be in breach of this policy on violation of state, federal or international laws.

It is not acceptable to use our service(s) to:

- Violate copyright or other intellectual property rights;
- Illegally store, use or distribute software; transmit threatening, obscene or offensive materials
- Engage in electronic 'stalking' or other forms of harassment such as using abusive or aggressive language
- Misrepresent or defame others
- Commit fraud
- Gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet
- Damage, modify or destroy the files, data, passwords, devices or resources of **Kala Digital**, other users or third parties
- Engage in misleading or deceptive on-line marketing practices;
- Conduct any business or activity or solicit the performance of any activity that is prohibited by law

You agree to defend, indemnify, save and hold us, our staff and suppliers from any and all demands, liabilities, losses, costs and claims, including reasonable legal fee's asserted against us, our

- Make an unauthorised transmission of confidential information or material protected by trade secrets
- "Spam" or engage in "spamming" activities
- Engage obscene speech or materials, this includes, advertising, transmitting, storing, posting, displaying or otherwise making available; child pornography, offensive sexual content or materials or any other obscene speech or material
- Post or transmit defamatory, harassing, abusive or threatening language
- Create, distribute or provide information/data regarding internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing or denial of service attacks;
- Facilitating a violation of this Acceptable Use Policy
- Perform any other action through utilization of any service which we deem unsatisfactory
- Attempt to do any of the above

You also agree not to attempt any of the following:

- Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, scripts, FTP, PHP, HTTP, Mail, etc
- Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any gaming servers/services
- Any activity which causes the server to crash / restart

You agree that we may at our discretion and by order of any law enforcement agency disclose information relating to your account and use of services. We may also report any action we find in breach of this agreement, local, state, federal or international laws and cannot be held liable for any outcome resulting in our actions.

Any breach of our AUP can result in immediate termination of services and loss of all data held on provided services. You release us, our staff and our suppliers of any liability resulting in such instances.

### **Liability and indemnity**

You agree that we shall have no liability to you or any other person with respect to any loss of service, data, business, indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit/goodwill for any matter whether such liability is asserted on the basis of contract, tort, breach of warranties either expressed or implied.

agents, our clients, our offices and employees, that may arise or result from any service provided, performed or agreed to be performed or any product sold by a customer, their agents and employees.

You agree to defend, indemnify, and hold us harmless against liabilities arising out of:

- Any injury to person or property caused by any products sold or otherwise distributed in connection with **Kala Digital**
- Any material supplied by the customer infringing or allegedly infringing on the proprietary rights, legal and/or civil rights of a third party
- Any breach of any representation or warranty provided herein
- Any negligence or wilful misconduct by you
- Any allegation that your account infringes a third person's copyright, trademark, or intellectual property right, or misappropriates a third person's trade secrets
- Any defective products sold to customers from our server

By accessing any service hosted on our network you understand, agree and are bound to this indemnification and any other indemnification mentioned in our service agreement and agreements referenced to herein.

Should we be notified of pending legal action or intention to seek legal advice, we may seek written confirmation from you concerning your obligation to indemnify Kala Marketing Pty Ltd. Failure to provide such confirmation may be considered a breach of this agreement.

We cannot be held responsible for any damages your business/operation may suffer. We provide no warranties, expressed or implied, for service we provide. Nor do we guarantee your website or applications will be error free on our servers. We are not responsible for loss of data resulting from delays, software incompatibility, hardware or software issues, outages, failed deliveries and any service interruption caused by **Kala Digital**, our employees or our suppliers.

Should any part of this policy be made invalid by relevant legislation, the remainder of the policy shall remain in force.

## WEBSITE TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by **Kala Digital**.

### 1. OUR FEES AND DEPOSITS

A 50% deposit of the total fee payable under our proposal is due immediately upon signing the statement of works agreement with the website design and development work. The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the “approval of work” and “rejected work” clauses. We reserve the right not to commence any work until the deposit has been paid in full.

The 50% deposit is only refundable if we have not fulfilled our obligations to deliver the work required under the statement of works agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours.

### 2. SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification dates. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed.

### 3. VARIATIONS

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification.

Once the design has been signed off, and we commence the website development phase, only minimal changes can be accepted without additional charges. We code all our sites for responsive design and for multiple browsers which means even the small design changes, can be significant coding hours.

Any major deviation from the specification will be charged at the rate of \$120 per hour +GST.

### 4. AGREED SCOPE, PERIOD, PRICE, PROJECT DELAYS AND CLIENT LIABILITY

Any projects, services and rates supplied are limited to what is specifically set forth in the proposal and based on a set number of

hours. Any additional services will require an agreed quote on additional hours. We reserve the right to adjust our hourly rates at any time.

Changes and additions outside the scope of the proposal will be quoted and invoiced. You will be advised on all costs, changes and additions before commencement of the additional work. Expenses are itemised on each invoice.

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

### 5. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 14 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 14 -day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.

The only exception to the above is if the delays are a result of injury or illness.

### 6. REJECTED WORK

If you reject any of our work within the 14 -day review period, or not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

### 7. ACCEPTANCE OF WEBSITE

Once the project has been completed, as determined by **Kala Marketing Pty Ltd**, we will notify you either in writing, and provide you with an opportunity to access the website. If you determine that the website does not comply with the Project Components agreed to in the proposal, **Kala Marketing Pty Ltd** agrees to;

- Perform the corrections of errors free of charge to the system **Kala Marketing Pty Ltd** has developed. **Kala Marketing Pty Ltd** is not responsible for errors on third party software.
- **Kala Marketing Pty Ltd** will carry out simple aesthetic changes, modifications to meet the client's demands.

- These changes do not include development of new function into the website.

Any significant changes will require additional funding to complete the requirements.

## **8. WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

## **9. SEARCH ENGINES**

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practice.

## **10. CONSEQUENTIAL LOSS**

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

## **11. DISCLAIMER**

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of **Kala Marketing Pty Ltd** under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, re-repair or re-supply of the services or the payment of the cost of the services that we were contracted to perform.

## **12. SUBCONTRACTING**

We build most of our websites with our current retained staff. We do however reserve the right to subcontract any services that we have agreed to perform for you as we see fit. We will not share any confidential data or logins with subcontractors aside from the website login.

## **13. NON-DISCLOSURE**

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

## **14. ADDITIONAL EXPENSES**

You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

## **15. BACKUPS**

You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

## **16. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING**

We will supply to you an account credentials for domain name registration that we purchased on your behalf when you reimburse us for any expenses that we have incurred. You will have full ownership of your domain and you will be free to move your domain name. Failure to pay your domain renewal, will result in the cancellation of your domain name.

**Kala Marketing Pty Ltd** hosts our websites with 1 main hosting companies. We will supply the details of the hosting in our brief to you. For all WP Engine Hosted Sites, you will not have administration access to the SQL database for security reasons. If you no longer require **Kala Marketing's** services for hosting, we will supply you with FTP or SFTP details for you to download a copy of your theme files. You will also be able to export all your wordpress files via the dashboard. Kala Marketing does not provide access to the plugins, core WordPress Files or the SQL database. These are the property of **Kala Marketing Pty Ltd** and cannot be exported by a client.

## **17. GOVERNING LAW**

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Western Australia. You and **Kala Marketing Pty Ltd** submit to the non-exclusive jurisdiction of the courts in and of Western Australia in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

## **18. CROSS BROWSER COMPATIBILITY**

By using current versions of well supported content management systems such as "Wordpress", we endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari at the moment of implementation. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

## **19. GOVERNING LAW**

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Western Australia. You and Kala Marketing Pty Ltd submit to the non-exclusive jurisdiction of the courts in and of Western Australia in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

## **20. CROSS BROWSER COMPATIBILITY**

By using current versions of well supported content management systems such as "Wordpress", we endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari.

Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

## **21. LICENSING**

Once you have paid us in full for our work we grant to you a license to use the website and contents for the life of the website.