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# Marketing Service Agreement

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By purchasing a package from KOKAI Branding, you agree to the following terms and conditions. If you are representing on behalf of a business, you are representing that you are authorized to agree to these terms and conditions on its behalf.

# Terms & Conditions

At KOKAI Branding, we pride ourselves in doing our best to meet defined goals and fulfill your marketing needs, but it is necessary to ensure that a few simple things are outlined on paper should any unforeseen questions or issues arise. In these terms and conditions, you won't find complicated legal terms or large passages of confusing text. We wish to maintain clarity and want you to know exactly what you are agreeing to.

## Agreement

You are agreeing to hire KOKAI Branding, for marketing services such as social media development and/or website development for the price stated on the Statement Of Work. You also agree to purchase your own website hosting plan with Wix at Wix.com to host your website, plus a domain name on any third-party website (e.g., [www.yourwebsitename.com](http://www.yourwebsitename.com)). You further acknowledge that if you require additional work from KOKAI Branding outside the package you have purchased (e.g., additional website pages or services), the price will be impacted and adjusted with approval before additional work is completed.

## Working on your project

Upon purchasing your package, you agree to provide us with everything necessary to complete the project such as content needed to build your project in a timely manner. During your project, we will work with you and request the information that is needed, where you can send us content. After building your project, we will send it to you for revision to review and provide any feedback to be worked on. If you have purchased a website, once you are ready to go live and have given your approval, we will provide you with access and guide you on how to purchase your own website hosting plan with Wix at Wix.com, by creating your own account so you can manage and take care of all aspects related to billing to host your website, as well as support on purchasing a domain name if you don't already have one. We wish to avoid any delays. Deadlines work both ways and you as well will be bound by any dates/timelines that we set forth. We cannot be held responsible for a missed launch date if you've not provided all content and/or revisions needed on time.

## Timeline

Our estimated time required to complete your project depends on the size of the project to be completed. However, our marketing services such as website development and/or

social media packages, will be completed within the timeframe provided in the Statement Of Work. Timeframes will be discussed and agreed upon, and we will work together to ensure your project is completed within a timely manner.

## **Revisions**

If you purchase a website package, after your previews are sent, we recommend sending your revision requests as soon as possible. It is your responsibility as the client to review your website and/or marketing services provided to point out any revisions or errors to be corrected. You agree that the time taken for us to complete the revisions may vary and that this depends on the number of corrections you require, which may cause a delay in your set project deadline, although we will do our best to avoid such delays.

## **Browser functionality**

All our websites are tested for functionality on current internet browsers. We do not guarantee that your website will look exactly the same on every screen and may appear differently due to varying screen resolutions and aspect ratios.

## **Liability**

You are solely responsible for the content you supply to KOKAI Branding and publish on your website and marketing services, and by publishing any content you are confirming that KOKAI Branding are not responsible for any claims or content displayed on your website, social media and other marketing services. In the event that KOKAI Branding, receives any proceedings as a result of content you provided to KOKAI Branding for publication in your advertising, you will be liable for any losses or damages suffered by KOKAI Branding. This means if you make certain claims on your website that go against advertising policies and standards, we are not liable for your claims. You're responsible for the cost of any outside paid assets, such as additional features on Wix and other third-party applications you decide to use. This is included but not limited to website hosting, domains, SSL certificates, third party plugins, stock images, and premium fonts if used/required. In addition, we cannot be held liable for the functionality of third-party plugin or software, recommended or otherwise.

KOKAI Branding will do everything possible to build you an amazing website and develop your social media and marketing service, but we accept no liability for your sales, revenue, and/or the success of your website/business directly, indirectly, or consequentially. This agreement is a legally binding document and cannot be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

## **Refund policy**

Please note that we do not offer refunds on payment made but can be used as credit towards any service at KOKAI Branding.