

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.kivelyoffice.com.au** (the "Site"). This Site is owned and operated by Kively Office Assistants Online. This Site is a administration and office support services.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Kively Office Assistants Online and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Virtual Administration and Office Support Services;
- Website Designs;
- LEGAL SECRETARY SERVICES;
- MEDICAL RECEPTIONIST SERVICES; and
- Onsite Administration.

The services will be paid for in full all Services are to be paid before any work can commence.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Guarantees

The following guarantees apply to our Site:

- If after receiving the documents and you find an error that needs to be corrected. K.O.A.O. will update with no charge. Please bring this to our attention with 7-10 days of completion of the project..

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Kively Office Assistants Online and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Kively Office Assistants Online and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use

of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Western Australia.

Additional Terms

- Privacy and Confidentiality

Kively Office Assistants Online prefers our relationship with our clients to be primarily based upon trust. K.O.A.O must protect our client's confidentiality information gathered from our clients will not be released or discussed with any other party at any time, 100% guaranteed! All correspondence will be destroyed!.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(08) 6365 0449

admin@kivelyoffice.com.au

PO Box 385, BYFORD, WA 6122

You can also contact us through the feedback form available on our Site.

Effective Date: 12th day of December, 2022