

Thanks for confirming. I'll now create a comprehensive Non-Refundable Deposit and Intellectual Property Policy for Carl Cocker of Kalia Tattoo Ltd Australia, based on Australian Copyright Law and International IP standards.

I'll notify you as soon as it's ready for your review.

# Kalia Tattoo: Non-Refundable Deposit & Intellectual Property Policy

**Effective Date:** May 12, 2025 (Applicable to all clients of Carl Cocker / Kalia Tattoo Ltd Australia)

This Policy is a part of the official terms and conditions for services provided by **Carl "Kalia" Cocker** and **Kalia Tattoo Ltd Australia** ("the Studio," "we," or "us"). It is designed for use on our website ([www.kaliatattoo.com](http://www.kaliatattoo.com)) and in client booking agreements. By booking an appointment, paying a deposit, or receiving a tattoo from us, **you ("the Client") acknowledge and agree** to the following terms.

## 1. Intellectual Property Rights in Tattoo Designs

**Ownership of Designs:** All original tattoo designs, sketches, drawings, stencils, and final tattoo artwork created by Carl Cocker (and/or Kalia Tattoo Ltd) are **exclusive intellectual property** of Carl Cocker and Kalia Tattoo Ltd. Under Australian law, original tattoo art is automatically protected by copyright as an "artistic work" (Copyright Act 1968 (Cth)), without any need for registration. The **copyright** in a tattoo design **vests in the creator (the tattoo artist)** by default. This means that **Carl Cocker and Kalia Tattoo Ltd retain all ownership and copyright in the tattoo designs** created for you. Purchasing a tattoo or paying for a design/session **does not** transfer any copyright or intellectual property rights to you.

**Client's Rights vs. Artist's Rights:** As the client and the wearer of the tattoo, you *own the physical tattoo on your body* – but **you do not** own the copyright in the artwork\*\*. Your payment gives you an **implied license** to wear and display the tattoo on your own body as intended, **but not to reproduce it elsewhere. No other rights** (such as rights to copy, distribute, or make merchandise from the design) are granted to you unless explicitly agreed in a separate written contract. In other words, **having the tattoo on your skin or paying for the service does not entitle you to copy or use the design for any other purpose** (personal or commercial).

**Prohibition on Unauthorized Use:** We strictly prohibit any **unauthorized reproduction, distribution, or modification** of our tattoo designs. **You may NOT:**

- **Reproduce or distribute** the tattoo design in any form – this includes **making prints, photocopies, digital scans, or uploads** of the design or tattoo and **sharing them commercially** (for example, selling images of the tattoo, using it in advertisements, or printing it on merchandise) without our **prior written permission**. Any attempt to commercialize or publicly exploit the tattoo artwork without permission may constitute copyright infringement, as the design is protected by the Copyright Act and international treaties (e.g. the Berne Convention).
- **Create derivative works or modifications** of the design – you cannot alter, redraw, or have another artist **revise or copy our design for a new tattoo** without permission. This includes taking the design to another tattooist to replicate or modify. Such actions are a violation of our intellectual property rights and are **expressly forbidden**.
- **Use the design for any purpose** other than personal display on your body. For example, you cannot use the tattoo design as a logo, for branding, on a website, or on any products, nor permit any third party to do so, without a licensing agreement from us.

**Artist's Rights and Enforcement:** Carl Cocker and Kalia Tattoo Ltd **reserve all rights** under the Copyright Act 1968 (Cth) and applicable international treaties to protect our artwork. **Any unauthorized use, copying, or distribution of our tattoo designs is a breach of copyright law** and this Policy. We aggressively protect our intellectual property: **violators may face legal action** for copyright infringement, and we reserve the right to seek all available remedies (injunctions, damages, etc.) to the fullest extent of the law. **No tolerance** is given for copying or stealing our art – **we will enforce our rights**.

**No Transfer of Copyright:** The default position under copyright law is that the **tattoo artist (as author) retains copyright ownership**. We have **NOT** entered into any agreement to transfer or assign copyright to you. Nothing in your purchase or this Policy shall be construed as a transfer of copyright or grant of ownership. **All rights remain with the artist and studio**. If, in exceptional cases, a separate written contract is made to transfer any rights, that will be the only instance in which you might obtain reproduction rights – and such cases are extremely rare and would require explicit written terms and additional fees.

**Client Design Input:** We welcome your input in creating a custom design. However, even if you contribute ideas or reference images, the resulting artwork (to the extent it is original and created by our artist) is **still our intellectual property**. Collaborative discussion does **not** equal co-ownership of copyright unless explicitly agreed in writing. (If you provide a design or image that you *fully* created yourself for us to tattoo, you must inform us, and you warrant that it does not infringe anyone else's IP – see Indemnity below.) In most cases, Carl will interpret your ideas in his artistic style, creating a unique piece that he owns the rights to.

**Studio Portfolio & Publicity:** You grant the Studio permission to **photograph your finished tattoo** and **use those photographs** (or the original design artwork) for **portfolio, promotional, or reference purposes**. This may include posting the images on our website or social media, or

using them in studio portfolios, galleries, or advertising materials. We will do so in a tasteful manner respectful of your privacy (e.g., not revealing your identity without consent). The copyright in those photos or images likewise remains with us. We appreciate being able to display our artwork, and by getting tattooed by us, you acknowledge the artist's right to showcase their own work. *(Note: The artist also retains **moral rights** under Australian law, including the right to be credited as the creator of the design and the right not to have the work subjected to derogatory treatment. For instance, if images of the tattoo are published, credit to Carl Cocker as the artist is expected. You also agree not to intentionally alter or deface the tattoo in a way that harms the artist's honor or reputation.)*

**Violation of IP Terms:** If you violate the intellectual property provisions – for example, by copying the design or using it without permission – **you will be held liable** for any resulting damages. You agree to **cease and desist** any unauthorized use immediately upon our request. We may also bar you from future services and pursue legal remedies. **All designs are digitally time-stamped and archived** to verify authorship. Remember, **“having a tattoo” only gives you the art on your body, not the rights to the art itself**. We ask that you respect the creativity and legal rights of the artist.

## 2. Non-Refundable Booking Deposits

**Deposit Requirement:** To schedule any tattoo appointment, the Client is required to pay a **non-refundable booking deposit** (“Deposit”). The Deposit amount will be specified by the Studio at the time of booking (typically depending on the size or duration of the tattoo project). **No appointment is confirmed until a Deposit is paid.** This Deposit indicates your commitment to your appointment and allows us to reserve the time slot and begin any necessary design work.

**Application of Deposit to Tattoo Cost:** The Deposit will be **applied toward the total cost of your tattoo** on the day of your appointment. It is **not an extra fee**, but a partial pre-payment that will be deducted from the final price of the completed tattoo. For multi-session tattoo projects (large pieces requiring multiple appointments), the Deposit will be applied to the **final session's cost** or overall project cost, rather than each individual session. This means we hold the Deposit until the tattoo is fully completed, as an assurance of your commitment through all sessions. (If the project is completed in one session, the Deposit simply goes toward that session's payment.)

**No-Show, Cancellation, and Forfeiture:** **All Deposits are strictly NON-REFUNDABLE, under any circumstances.\*\*** This policy is in place because when you book an appointment, the artist allocates time and resources for you – potentially turning away other clients for that slot and often beginning preliminary design work. If you **cancel** your appointment or **fail to show up** (“no-show”) on the scheduled day, **you forfeit your Deposit in full**. The Deposit is **compensatory, not a penalty** – it covers the artist's time and loss of business from reserving that slot (a genuine pre-estimate of our loss due to cancellation). **No refunds will be issued for**

**missed or canceled appointments.** If you wish to book a new appointment after a no-show or late cancellation, a **new Deposit** will be required.

**Rescheduling Policy:** We understand that plans can change. If you need to **reschedule** your appointment, you **must notify us with sufficient advance notice** (at least **48 hours** before your scheduled appointment time, unless a longer period is specified by the Studio for your booking). **Rescheduling with at least 48 hours notice** will allow your Deposit to be transferred to hold your new appointment date. Each client is allowed *one* reschedule with their existing Deposit (provided proper notice is given). **Short-notice rescheduling (less than 48 hours prior)** may, at our discretion, result in forfeiture of the Deposit just like a cancellation, because it may be too late for us to fill that slot. If you attempt to reschedule multiple times or repeatedly change your appointment, we reserve the right to treat this as a cancellation – in such cases the Deposit may be forfeited and a new Deposit will be required to book again.

**Cancellation by Studio/Artist:** In the rare event that we (the Studio or artist) need to cancel or reschedule your appointment (for example, due to artist illness, emergency, or other unforeseen circumstance), your Deposit **will not be forfeited**. We will work with you to **reschedule** the appointment to a new date at no extra cost, and your Deposit will simply transfer to the new booking. If we are unable to reschedule (e.g., if the Studio must cancel the project entirely), we will **refund your Deposit in full**. Studio-initiated cancellations are the only scenario in which a Deposit may be refundable. (We value your business and will make every effort to accommodate your schedule if we have to make changes on our end.)

**Design Changes and Deposit Use:** Your Deposit also covers the artist's time spent on **design preparation**. Before your appointment, Carl may invest hours sketching and refining your tattoo design. Accordingly, if you decide to **change your design concept** significantly *after* the deposit is paid (especially if design work has already begun), or if you request a totally new design, we reserve the right to **require an additional Deposit** or to count the initial Deposit as payment for the artist's completed drawing time. Minor adjustments to a design can usually be accommodated on the day of the tattoo, but **major changes or a completely new design idea will require a new Deposit**, as the original Deposit will be deemed earned by the artist for time spent on the initial concept. We will communicate with you if this situation arises. Similarly, **design previews** (if any) are provided at the artist's discretion; in many cases, final designs are shown on the appointment day. We generally do **not email or release design drafts** before the session, to protect our work from being copied or used elsewhere without permission. By paying the Deposit, you acknowledge that you have communicated your idea to the artist to your satisfaction and trust the artist's creative process.

**No Refund on Deposit:** We reiterate that **Deposits will not be refunded** if you cancel your appointment, do not show up, or otherwise fail to adhere to this Policy. Booking a tattoo is a commitment by both client and artist – the Deposit secures your commitment. **Please be certain about your decision, design, budget, and availability before booking and paying the Deposit.** If you have any uncertainty, do not book until you are sure, because once paid, the Deposit is not returnable. *Note:* If you decide not to go ahead with the tattoo at all (change of mind prior to using your appointment), the Deposit is forfeited. In some cases, if you give ample

notice, we may allow the Deposit to be used as a credit in the studio (e.g. for merchandise or a gift voucher), but this is at our sole discretion and not guaranteed.

### 3. No Refund Policy

**No Refunds on Services:** Aside from the non-refundable Deposit, **all payments for tattoo services are final. We do not offer refunds on tattoo work under any circumstances**, including but not limited to: if you experience any adverse reactions or complications after the tattoo, if you **simply dislike or “regret” the tattoo after it’s done**, or if your personal circumstances change. Tattooing is a **permanent, custom service**; you are paying for the artist’s time, skill, and the artwork applied to your body. Once that service has been rendered, **there is nothing to “return”** – therefore, **no refund can be given** for any reason of dissatisfaction. We encourage you to be 100% sure about your design and placement *before* proceeding. Our artists will work with you during the stencil placement and prior to tattooing to ensure you are happy with size, positioning, and details. Once you approve and the tattoo is applied, **the sale is final**.

**Post-Session Complications:** If you encounter a complication after your tattoo (e.g., infection, allergic reaction, excessive fading, etc.), please **contact us** – we will advise on aftercare or possible touch-ups. However, **we do not provide refunds for such outcomes**, as many post-tattoo issues relate to aftercare and individual healing, not the application of the tattoo itself. We stand by the quality of our work, and in some cases, at our discretion, we may offer a **free or low-cost touch-up** if a tattoo heals poorly due to normal reasons. But we do not refund the original service fee. Complications will be handled in accordance with our **Touch-Up Policy** (if provided separately), not via monetary reimbursement.

**Dissatisfaction:** We take pride in our artistry and do our utmost to deliver a tattoo you will love. Prior to tattooing, you have every opportunity to discuss the design and request minor changes. However, art is to some extent subjective. **Minor variations or imperfections** can occur (for example, due to skin texture or how the ink settles) and are often an inherent aspect of tattooing by hand. These are **not grounds for a refund**. If you are dissatisfied with some aspect of your tattoo, we are happy to discuss possible solutions (such as a touch-up or small modification if feasible), but **a refund will not be offered**. Under no circumstance do we refund a tattoo because a client “changed their mind” about the design or placement after the fact. Please be certain before we begin, as you’ll be asked to approve the design and placement. Once you say “yes” and the tattoo is done, **you accept the outcome**.

**Quality Assurance:** We ensure that all tattoos are done with the highest standards of hygiene and quality inks in a professional manner. We will provide you with aftercare instructions to maximize the chances of a perfect heal. The **no-refund policy** does not diminish your rights under consumer law; rather, it reflects the unique nature of tattoo services. *(For instance, if a clear fault on our part led to an unexpected outcome, we will work with you to remedy it – usually via a correction or cover-up at our expense, not a refund, in line with industry practice and the irreversible nature of tattoos.)* By proceeding with a tattoo, you acknowledge that

**refunds are not available**, and any post-service issues will be addressed through advice or additional touch-up work, not reimbursement.

## 4. Assumption of Risk & Aftercare Liability

**Inherent Risks of Tattooing:** The Client understands and accepts that getting a tattoo involves **some risk**. These risks include, but are not limited to: pain, bleeding, swelling, scarring, infection, allergic reaction to tattoo ink or aftercare products, and possible minor imperfections or variations in the healed result. We use sterile single-use equipment and high-quality materials, and we take all recommended precautions for your safety. However, once you leave the studio, the **care of your tattoo is in your hands**. By receiving a tattoo, you **assume all responsibility for the outcome** once the procedure is completed, except as provided by law. We will provide you with written and/or verbal **aftercare instructions** – following these instructions is crucial to ensure proper healing.

**Client's Duty of Care:** It is **absolutely essential** that you follow the aftercare regimen given to you. Proper aftercare includes keeping the tattoo clean, moisturized, and protected as instructed, avoiding submerging it in bodies of water (pools, oceans, hot tubs) during the initial healing period, avoiding direct sun exposure or tanning on the fresh tattoo, refraining from picking or scratching the area, and generally keeping the area hygienic. **Failure to follow aftercare instructions** or exposing the tattoo to unsanitary or unsafe conditions can result in infections, ink loss, or other complications. You agree that **any adverse outcome that is attributable to your own negligence or failure to adhere to aftercare guidelines is solely your responsibility**. The Studio and artist will **not be liable for complications or damage** to the tattoo or your health that arise from **your failure to follow instructions or heed warnings** we have provided.

**No Liability for Post-Tattoo Issues Caused by Client:** Once the tattoo session is over and you have left our studio, **you are fully responsible for the care and protection of your tattoo**. To the fullest extent permitted by law, the Studio (Carl Cocker, Kalia Tattoo Ltd, and its employees/agents) is **not liable for any infection, inflammation, allergic reaction, scarring, loss of ink/color, or other harm that occurs to you or the tattoo after the procedure, especially if such issues are the result of your own actions (or inaction)**. If you **fail to follow aftercare instructions**, or if you **expose the fresh tattoo to harmful conditions** (such as dirt, bacteria, harsh chemicals, or excessive sun), you effectively **waive any right to hold us accountable** for resulting problems. We likewise are not responsible for issues caused by **underlying health conditions** you didn't disclose, or **sensitivity/allergy** that was not known at the time (we will ask about allergies beforehand, but some people discover sensitivities only after the fact).

**Aftercare Products and Allergies:** We may recommend or provide certain aftercare products (ointment, soap, bandages, etc.) as a courtesy. It is your choice to use these or not. If you know you have allergies (e.g., to latex, adhesives, specific ingredients in ointments), you must inform us. We are **not liable for allergic reactions** to aftercare products we recommend or to tattoo

ink, except to the extent required by law. The pigments used are industry-standard but individual reactions can vary. You assume the risk of any such reaction. If you suspect an allergy, do a patch test or consult a doctor.

**Client's Release of the Studio:** By getting tattooed, you **release and discharge Carl Cocker, Kalia Tattoo Ltd, and all employees and agents from any claims or liability for any injuries, reactions, or results** that arise from the tattoo procedure or the aftercare, *to the extent that such injuries or results are not caused by our negligence*. In plain terms, if we follow proper procedures and you are given proper care instructions, and an issue still arises due to factors beyond our control (your skin's reaction, your care of the tattoo, or just inherent risk), **you agree not to hold us legally responsible**. Tattooing is **"at your own risk"** in this regard. You also acknowledge that the **risk of minor scarring or less-than-perfect healing is inherent** in all forms of body art; some individuals heal differently than others, and we cannot guarantee exactly how your tattoo will look once fully healed. We do guarantee to do our best work and to equip you with knowledge to care for it.

**Limitation for Studio Negligence:** We do **not** seek to exclude liability for any **gross negligence or willful misconduct** on our part. If you can clearly demonstrate that a serious issue (for example, a blood-borne illness or severe infection) was **directly caused by a breach of our duty (e.g., non-sterile equipment)**, then of course legal liability may arise. Nothing in this Policy is intended to waive liability in such extreme, unlawful circumstances. However, we maintain rigorous hygiene and procedural standards to prevent such scenarios. Outside of such unlikely events, **by signing/booking you agree that the Studio is not responsible for issues stemming from your own conduct or factors outside the Studio's control**.

**Medical Attention:** If you suspect an infection or adverse reaction, seek medical attention promptly. It is your responsibility to do so. We may provide guidance, but we are not medical professionals. Following any medical incident, let us know – while we are not liable for the costs of medical treatment for issues that are not our fault, we do care about your wellbeing and can advise on next steps for the tattoo (for example, if it needs a touch-up after healing from an infection). By agreeing to this Policy, you acknowledge that **you have been informed of the possible risks** of tattooing and will not hold the Studio responsible for outcomes that are considered ordinary risks or due to your own negligence.

## 5. Indemnification

To the fullest extent allowed by law, **you (the Client) agree to indemnify, defend, and hold harmless Carl Cocker, Kalia Tattoo Ltd Australia, and all of our owners, directors, employees, contractors, and agents ("Indemnified Parties") from and against any and all claims, liabilities, losses, costs, or expenses (including reasonable legal fees) that arise out of or relate to:**

- **Your breach of this Policy or any of our other studio terms and conditions.** For example, if you violate the intellectual property rules and a lawsuit or claim results, or if

you fail to disclose required information (such as a medical condition or someone else's reference image copyright) and that causes us damage, you agree to cover all resulting costs and claims against us.

- **Any wrongful, negligent, or unlawful act or omission by you** in the course of your interactions with us or use of our services. This includes any harm you cause to yourself or others at the studio due to your own actions, and any damage to our property or reputation caused by you.
- **Claims brought by third parties** arising from your conduct or from a tattoo you obtained from us, to the extent such claims are due to your actions (for instance, if you allow your tattoo to be photographed for a commercial use without our permission and we face a copyright dispute, or if you falsely represent our work as someone else's and a dispute arises).

In plain language, if your actions, misuse of the tattoo/design, or breach of this agreement cause us to be sued or incur costs, **you will cover those costs and shield us from liability**. This indemnity extends to any claims or lawsuits, whether they are for personal injury, property damage, intellectual property infringement, defamation, or any other legal theory, **so long as they result from your breach or wrongdoing** in connection with our services.

**Survival of Indemnity:** This indemnity obligation survives the completion of your tattoo service and remains in effect indefinitely. Even after you have left the studio and time has passed, if a claim relating to your tattoo or your actions in relation to it is later brought against the Studio or artist, you are still obligated to defend and indemnify us.

**Cooperation:** You agree to cooperate with us in the handling of any claim for which you are indemnifying us. We reserve the right to assume the defense and control of any matter subject to indemnification (at your expense), and you agree not to settle any such claim without our prior written consent.

## 6. Limitation of Liability

**Limit on Types of Damages:** To the maximum extent permitted by applicable law, the Studio's liability to you for any and all claims arising out of or relating to your tattoo, your Deposit, or this Policy **shall be limited to purely direct and actual damages**. We will **not be liable for any indirect, incidental, consequential, special, or punitive damages**. This means, for example, we are not responsible to you for loss of income, emotional distress, pain and suffering, reputational damage, or any other harm that is not direct out-of-pocket loss. If, for instance, you claim that a tattoo caused you to miss work or caused mental anguish, those types of damages are **excluded** by this agreement.



**Monetary Cap:** In any event, **our total aggregate liability** to you (the client) **shall not exceed the total amount you paid to Kalia Tattoo Ltd for the tattoo or service in question.** For example, if you paid \$500 for a tattoo, and you bring a claim against us for any reason, our maximum liability to you (if we were found liable) would be \$500. You agree that this is a fair and reasonable limitation, given the custom nature of the service and its inherent uncertainties. This limitation applies to all claims, whether in contract, tort (including negligence), statute, or any other legal theory.

**Australian Consumer Law:** We acknowledge that this Policy is subject to the provisions of the Australian Consumer Law and other applicable consumer protection statutes. **Nothing in this Policy is intended to exclude, restrict, or modify any rights you have under such laws** that cannot be lawfully excluded or limited. For example, our services come with certain consumer guarantees that, if applicable, cannot be excluded – to the extent those apply, we do not purport to override them. However, where the law *does* allow us to limit our liability (for instance, in the case of non-major failures, to either providing the service again or paying the cost of having it provided again), we elect to do so as permitted by law. Subject to any non-excludable legal rights, the limitations and exclusions of liability in this Policy shall apply.

**No Liability for Special Situations:** Without limiting the generality of the above, we specifically are **not liable** for:

- **Allergic reactions or medical issues** that were not reasonably foreseeable or disclosed (you must alert us to any known allergies or medical conditions; we are not liable for unknown conditions).
- **Minor imperfections or differences in artistic outcome**, as discussed (tattoo art is hand-made, and some variation is normal).
- **Natural bodily processes** that affect tattoos (e.g., aging of the tattoo, skin stretching or sagging over time, changes in your weight or skin that alter the tattoo's appearance).
- **Client's change of mind** after the fact – deciding later that you don't like the tattoo or that it no longer fits your lifestyle is your responsibility, not ours. We provide ample opportunity for you to consider and confirm the design beforehand.

**Release of Personal Liability:** You expressly agree that **no individual director, shareholder, or employee of Kalia Tattoo Ltd, and no individual artist (including Carl Cocker) will be personally liable** to you in respect of any claim. Any liability is borne by the corporate entity (Kalia Tattoo Ltd) except to the extent an individual is found under law to have personal responsibility. This clause ensures that **the assets of Kalia Tattoo Ltd are the sole source of any compensation**, and **the personal assets of our team (including Carl) are protected.** By engaging our services, you waive any right to personally sue or collect from individual employees or the artist beyond what may be collected from the company. (This does not mean you could never name an individual in a lawsuit if the law requires – but it means you agree the

contractually intended responsible party is the company, and any judgment against an individual should not exceed or differ from that against the company.)

**Acknowledgment:** You acknowledge that the limitations of liability and waiver of certain damages in this Policy are a **fair allocation of risk** between you and us. Tattoo services carry uncertainties, and our pricing does not include the cost of expansive liability. This section will apply even if a remedy provided under these terms is found to have failed its essential purpose.

## 7. Governing Law and Dispute Resolution

**Governing Law:** This Policy and any disputes arising under or related to it, or to the services we provide, shall be **governed by and construed in accordance with the laws of Queensland, Australia**, as well as the applicable federal laws of the Commonwealth of Australia. We choose Queensland law as the governing law because our primary studio operations are based in Queensland, and we intend for a consistent legal framework to apply. If you are a client in another Australian state or territory (or an international client), you agree that Queensland law will still govern our relationship (to the extent permitted by law).

**Jurisdiction and Venue:** Any dispute, controversy, proceeding or claim of any nature arising out of or in connection with our services or this Policy **must be brought exclusively in the courts of Queensland, Australia**. You specifically **consent to the exclusive jurisdiction** of the state and federal courts located in Queensland for the resolution of any such dispute. In practical terms, this means if you have a legal dispute with us, you will file and pursue it in a court in the State of Queensland (for example, in Brisbane), and **not** in a court of any other state or country. Likewise, we will initiate any legal action against you in a Queensland court. Both parties waive any objection to the venue as inconvenient or unsuitable (forum non conveniens). If the Studio is located or has operations in another state (such as NSW or Victoria) at the time of a dispute, we may at our sole discretion agree to an alternate venue, but unless otherwise agreed, Queensland remains the default stipulated venue.

**No Arbitration (Litigation Only):** We do not agree to arbitration for disputes under this Policy. By entering this agreement, both you and the Studio **waive any right to compel arbitration** of disputes. All disputes shall be resolved by a judge in court (or by a magistrate/tribunal as appropriate), **not by an arbitrator**. (Exception: if both parties **mutually agree in writing** to submit a particular dispute to arbitration after it arises, they may do so, but there is no upfront agreement to arbitrate.) This clause is included to ensure transparency and the option of appeal – we prefer to have any disputes heard in a court of law rather than private arbitration.

**No Class Actions or Representative Proceedings:** You and the Studio agree that any claims or disputes will be pursued only on an individual basis, and not as part of any class, collective, or representative action. To the extent permitted by law, you waive any right to participate in a class action against us or to bring a claim in a representative capacity on behalf of others. You also agree that no arbitration or court proceeding will be joined

or consolidated with any other person's claim. **Each party must pursue their claims separately.** This class-action waiver is an essential part of our agreement. (If a court deems this waiver unlawful or unenforceable, then it is agreed that the specific dispute will not be subject to arbitration but will proceed in court on an individual basis only.)

**Attorneys' Fees and Costs:** In any dispute between us, the prevailing party shall be entitled to recover their reasonable attorneys' fees and legal costs from the other party, to the extent allowed by law or court rules. This provision deters frivolous claims and encourages resolution. However, note that for certain consumer claims, Australian law or court decisions may require each party to bear its own costs – we will abide by any such legal requirements. This clause is meant primarily for non-consumer issues or clear-cut breaches (for example, if you breach the IP clause and we have to sue to stop unauthorized use, and we win, you'd cover our legal fees).

**Limitations Period:** You must initiate any legal action arising from your tattoo or this Policy **within one (1) year** of the event giving rise to the claim, or within the minimum period allowable under law if one year is deemed too short. Claims brought after that time period are **barred**. This is to ensure timely notice and resolution of any issues. (This clause does not apply to the Studio's claims against you for unpaid balances or IP infringement, which we may bring within the normal statutory period allowed by law.)

**Court Orders and Injunctive Relief:** Notwithstanding any other provision, we both acknowledge that breaches of the Intellectual Property clause (Section 1) or certain other clauses may cause irreparable harm that cannot be adequately remedied by monetary damages alone. In such cases, the Studio may seek injunctive relief or specific performance from a court to immediately halt any unauthorized use of designs or other breach, without needing to post a bond. This does not waive our right to also seek damages.

## 8. Miscellaneous Provisions

**Entire Agreement:** This Policy (along with any other written and signed agreement you have with Kalia Tattoo Ltd, and our general studio terms/waivers you sign) **constitutes the entire agreement** between you and us with respect to the specific subjects covered (non-refundable deposits, intellectual property, etc.). It supersedes any prior or contemporaneous understandings or communications, whether oral or written, relating to these subjects. Note that when you actually get a tattoo, you will likely sign a **Tattoo Consent and Release Form** which covers additional points (like health questions and consent to tattoo) – that form, together with this Policy, will both apply. In the event of any direct conflict between this Policy and other terms provided to you, the provision that more fully protects the Studio's rights (or imposes stricter requirements on the client) shall prevail to the extent allowed by law.

**Severability:** If any provision of this Policy is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be **severed** from this Policy. The remaining provisions shall remain in full force and effect. For example, if a court finds that our class action waiver (in Section 7) is not enforceable, that clause would be removed and the rest of the terms

would still bind us. The intent is for the Policy to be enforceable to the maximum extent permitted by law.

**No Waiver:** If we do not enforce a provision of this Policy in a particular instance, it does not mean we waive our right to enforce it in the future. For instance, if we choose not to keep a Deposit after a last-minute cancellation as a gesture of goodwill in one case, that does not mean we cannot strictly enforce the no-refund rule in other cases. Any waiver of rights by the Studio must be in writing and signed to be effective, and will apply only to the specific instance stated.

**Amendments:** We reserve the right to update or modify this Policy from time to time. Any changes will be effective once posted on our website (or otherwise communicated to clients). For existing bookings, we will endeavor to give notice of major changes. However, the version of the Policy in effect at the time of your booking/deposit or at the time of your tattoo will generally govern that transaction. We encourage you to review this Policy periodically on our website to stay informed of any updates.

**Transferability:** Your obligations and rights under this Policy are personal to you and **may not be assigned or transferred** to anyone else. Your booking and deposit cannot simply be “passed” to another person without our consent. We, however, may assign our rights and obligations (for example, if the business is sold or reorganized) provided that the assignee agrees to honor the terms of this Policy.

**Headings:** The headings in this Policy (e.g., “Non-Refundable Booking Deposits,” “No Refund Policy,” etc.) are provided for organizational purposes only and do not affect the interpretation of the clauses. The substantive content of each section governs, not the title.

## 9. Client Acknowledgment and Consent

**By proceeding with a booking and/or signing our client consent form, you acknowledge that you have read this Non-Refundable Deposit & Intellectual Property Policy in full, understand its contents, and agree to be bound by all its terms.** You confirm that you have had the opportunity to ask any questions and that any questions have been answered to your satisfaction. If you did not understand any portion of this Policy, you were able to seek clarification prior to paying your Deposit or receiving your tattoo.

- **Agreement to Terms:** *I understand and accept that by paying the booking deposit and engaging the tattoo services of Carl Cocker / Kalia Tattoo Ltd, I am entering into a contractual agreement subject to all the terms above. I agree that I will abide by this Policy, including but not limited to the intellectual property restrictions (I will not copy or reproduce the design), the no-refund and non-transferable deposit terms, the aftercare and liability waivers, and the specified dispute resolution mechanism.*
- **Legal Age and Capacity:** I confirm that I am at least 18 years old (or the legal age required in the jurisdiction for tattoo services) and legally capable of entering into this

agreement. I am signing/agreeing of my own free will, without duress or coercion.

- **No Contra Proferentem:** I acknowledge that I have had the chance to review and even negotiate these terms (if I wished to) and that these terms shall not be interpreted in favor of one party simply because that party drafted the document. Both sides shall be deemed to have equal bargaining power for the purpose of interpreting this Policy.

If you have any concerns about these terms, **please discuss them with us before booking or at the time of your consultation.** Our goal is to ensure clarity and fairness while protecting our art and business. We appreciate your understanding and cooperation in upholding these policies, which ultimately allow us to provide the best service and experience for all our clients.

By booking an appointment with Kalia Tattoo Ltd or signing below (if on a physical document), **you confirm your acceptance of this Policy in its entirety.** Thank you for your trust in our studio and for respecting our policies. We look forward to creating a beautiful tattoo for you under these agreed terms.