

Lethe Tattoo Terms of service

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING TERMS OF SERVICE (THESE “TERMS”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT AND CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Lethe Tattoo provides an online informational platform regarding the company’s tattooing services and related offerings (the “Platform” as further defined below). From time-to-time the Platform may also function as an e-commerce site for certain Lethe Tattoo merchandise. The Platform may be accessible by website (including through the Site, defined below), mobile application, or otherwise.

These Terms include not only the following Terms of Service, but also incorporate by reference all policies, guidelines, special or supplement terms and conditions of use or service posted by us on through the Platform from time to time and as such may be amended, modified, supplement or restated by Lethe Tattoo from time to time. Our Privacy Policy available at <https://LetheTattoo.com/legal/privacy> (“Privacy Policy”) informs you of Lethe Tattoo’s collection and use of your information (if any), including your Personal Information as defined in the Privacy Policy, in relation to your use of our Platform and/or other related products or services we may make available to you via or in relation to your use of the Platform.

By accessing, browsing, submitting any information, to or through, or otherwise in any manner using the Platform, and linking to these Terms or by accessing, submitting any information to or through, or otherwise in any manner using any service offered on or though this Platform, You acknowledge that you have read and understand, and agree to be bound by and to comply with all of these Terms. If you do not agree to all of these Terms without any modification by you, you are not authorized to and must not access or use this Platform.

Any person who visits, uses, or accesses this Platform is referred to as a User. Users are also referred to in these Terms as “You”, “you”, “Your”, or “your.” If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Definitions

The following terms used in these Terms with their initial letters capitalized, and those terms defined in the introductory paragraphs or elsewhere in these Terms, throughout these Terms have the meanings provided.

“Account” means with respect to Users, the account created by us on or through the Platform for a User’s use in connection with certain User Features as may be offered from time to time through the Platform.

“Lethe Tattoo Content” means all Content that Lethe Tattoo makes available through the Platform including any Content licensed from a third party but excluding User Content.

“Lethe Tattoo Goods” means any merchandise offered for sale or sold by Lethe Tattoo to Users through the Platform.

“Lethe Tattoo Software” means any software, html, or other code, at any time or from time to time, in whole or in part, comprising the Platform or utilized by Lethe Tattoo through the Platform.

“Lethe Tattoo”, “we”, “us”, or “our,” “Collective Content” means Lethe Tattoo Content and User Content. **“Content”** means any text, graphics, images, music, software (excluding any Lethe Tattoo Software), audio, video, information, or other electronically stored data.

“Governmental Authority” means any domestic or foreign, federal, state, local, provincial, county, or municipal or supra national government or political subdivision thereof, or any agency, instrumentality, subdivision, court, tribunal, commission or other authority of such government or political subdivision, or any self-regulated, private, non-governmental or quasi-governmental organization, body or authority (to the extent that the rules, regulations or orders thereof have the force of Law).

“Intellectual Property Rights” means, with respect to any thing, material or work (hereinafter, a “Work”): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

“Law” or “Laws” means, as amended from time to time, any domestic or foreign federal, state, local, provincial, county, or municipal or supra national Law (including common law), rule, regulation, statute, treaty, constitution, ordinance, decree, code, proclamation, policy, procedure, guideline, standard, order,

judgment, or other legally enforceable requirement enacted, issued, adopted, promulgated, enforced, ordered, or applied by any governmental authority. **“Platform”** has the meaning ascribed to it in the second paragraph of these Terms.

“Services” means collectively all services Lethe Tattoo offers through the Platform to Users, including the Site, any User Feature, Lethe Tattoo Content, and Lethe Tattoo Software, among others.

“Site” means the website located at Lethetattoonyc.com or its sub-domains. **“User Content”** means all Content that a User provides, posts, uploads, publishes, submits, transmits, or makes available on the Platform, including but not limited to all such Content provided for purposes of establishing, initializing, modify, or creating an Account.

“User Feature” means any feature or functionality of the Platform which Lethe Tattoo may designate from time to time for use by Users for or in connection with the Lethe Tattoo Services.

“User” means any person or entity that uses or accesses the Platform or any User Feature, including but not limited to any person or entity who completes the Account registration process described under the “Account Registration” section below and who remains in good standing and has not otherwise been restricted or terminated by Lethe Tattoo.

Acknowledgements and Disclaimers Explanation of the Site

Lethe Tattoo may provide from time to time an online interactive and informational website, the Site, through which it provides information regarding Lethe Tattoo’s tattooing services and related offerings. In some cases, the Site offers e-commerce services and/or provides links to third party dealers, distributors, e-commerce platforms, and our affiliates. NOTWITHSTANDING THE FOREGOING, YOU AGREE AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND NO OTHER PURPOSE.

Disclaimers

NEITHER WE NOR ANY OF OUR THIRD-PARTY LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY ASPECT OF THE PLATFORM TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE PLATFORM WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF HARMFUL COMPONENTS, THAT ANY CONTENT, FILES, DATA OR OTHER MATERIALS (INCLUDING BUT NOT LIMITED TO ANY MEMBER CONTENT) UPLOADED TO, DOWNLOADED FROM, OR STORED BY OR WITHIN THE PLATFORM WILL BE TIMELY, CURRENT OR SECURE, OR WILL NOT BE LOST, CORRUPTED OR OTHERWISE DAMAGED OR IMPAIRED, OR THAT WE WILL BE ABLE TO PREVENT

DISRUPTION OF OR TO ANY OF THE PLATFORM OR THAT WE WILL CORRECT ANY DEFECTS.

IN NO EVENT WILL Lethe Tattoo BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF Lethe Tattoo HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMITTED BY LAW.

Modification of Platform or Terms

Lethe Tattoo reserves the right, at its sole discretion, to modify the Platform or to modify these Terms at any time and without prior notice, and without penalty. If we modify these Terms – which may include updating, revising, amending, supplementing, restating, or terminating these Terms – we will either post the modification on the Platform or otherwise provide you with notice of the modification. Please also refer to the “Last Updated” date indicated at the beginning of these Terms. Through continued access or use of the Platform after Lethe Tattoo has posted a modification thereon or has provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you must discontinue use of the Platform.

User Eligibility

The use of this Platform is intended for persons who are 18 years of age or older. Any access to or use of any User Features, or the Platform by anyone under 18 is prohibited. By accessing or utilizing any User Features on or through the Platform you represent and warrant that you are 18 years of age or older.

Accounts

Registration, Profile, and User Content

From time to time in order to access certain User Features you may be required to register to create an Account. You may register directly via the Platform or as described in this Section.

As a User, your Account and your Account profile page will be created based upon the User Content you provide to us. In some instances, Lethe Tattoo will provide you, either in person or by electronic means, information necessary to establish your Account. Any information that you provide, publish or post to or through the Platform (including any profile information you provide) or send to other Users (including via any feedback, text, any email feature, or through any Lethe Tattoo-related Facebook, Twitter or other social media posting) will be considered User Content. You consent to us using your User Content to create an Account that will allow you to utilize certain User Features of the site reserved for our Account-holders. Our collection and use of personal information in connection with the Platform is as provided in Lethe Tattoo’s Privacy Policy located at Lethetattoo.com

As a User, you are the sole authorized user of your Account (if applicable) and are responsible for maintaining the confidentiality of any password provided by you or Lethe Tattoo for accessing User Features. You are solely and fully responsible for all activities that occur under your Account (even if that content or activity occurs from other individuals who have accessed the Platform and other Services through your Account), and Lethe Tattoo expressly disclaims any liability arising from the unauthorized access or use of your Account. If at any time you suspect that any unauthorized party may be using your Account or you suspect any other breach of security, you agree to notify us immediately.

Limitation, Suspension, Termination, and Cancellation of Accounts

As a User, you may not have more than one (1) Account with Lethe Tattoo at any given time. Lethe Tattoo may, in our sole discretion and without thereby incurring any liability to you or otherwise, with or without cause, with or without prior notice and at any time, limit, suspend, deactivate, or cancel your Account and/or otherwise deny you access to the User Features, and particularly if you provide any false or misleading information, or otherwise violate any of these Terms..

You may cancel your Account at any time via the “Cancel Account” or other similarly designated feature of the Platform, or by notifying us thereof by e-mail at support@Lethetattoo.com or by contacting us by telephone at 646-398-8839.

Lethe Tattoo Communications

You acknowledge that we may from time to time and as needed communicate with you by various means, including via e-mail, text message, telephone calls, and push notifications to the telephone number you provide to us, in relation to your use of the Platform and our tattooing services and offerings, or otherwise.

Please note communications from us may include communications generated by automatic telephone dialing systems or other methods and systems, which will deliver prerecorded messages sent by or on behalf of Lethe Tattoo, its affiliated companies, or other Users, including but not limited to operational communications concerning the Platform, use of User Features or other Services, and updates concerning new and existing features on the Lethe Tattoo Platform.

In other instances, we will seek your consent to receive our communications before contacting you by asking you to “opt-in” to such communications. This may include interaction with certain User Features such as our “Contact” or “Make an Appointment” features, receiving our newsletter, promotions and promotional materials provided by Lethe Tattoo or third parties, and updates and news concerning Lethe Tattoo.

Where we have already received your opt-in consent to receive certain communications, IF YOU WISH TO OPT-OUT OF PROMOTIONAL EMAILS, TEXT MESSAGES, OR OTHER SUCH “OPT-IN” COMMUNICATIONS, YOU MAY OPT-OUT BY FOLLOWING THE UNSUBSCRIBE OPTIONS THAT ARE PROVIDED TO YOU ON THE PLATFORM OR VIA THE COMMUNICATION, IF APPLICABLE (e.g., the “unsubscribe” button in our promotional emails

or a “STOP” message for text messaging). Standard text messaging charges applied by your telephone phone carrier will apply to text messages we send.

Order, Returns, and Other Financial Terms Placing Orders

If the Platform offers Lethe Tattoo Goods for purchase, once you have successfully registered on the Platform as a User and your Account has thereby been established, you may place orders for Lethe Tattoo Goods through a User Feature on the Platform. Lethe Tattoo reserves the right, in its sole discretion and at any time after receiving any order from you for any Lethe Tattoo Goods, to accept, refuse, place on hold or cancel any order you submit to us, including the right to limit any quantities of Lethe Tattoo Goods you may wish to purchase.

Once we receive your order, we will provide you with an e-mail confirmation at the email address you provide for that purpose when you register on the Platform for an Account. Your receipt of an order confirmation does not signify Lethe Tattoo’s acceptance of your order or a confirmation of our offer to sell; but simply an acknowledgement that we received your order.

After receiving your order, Lethe Tattoo may contact you to request clarification, additional or missing information regarding your order or your Account. It is your responsibility to deliver to us in a timely manner all additional information related to your order we may request. Lethe Tattoo reserves the right, in its sole discretion, to place your order on-hold or even cancel it if any requested information is not received in time or is incomplete. Orders which we place on-hold may at any time thereafter be cancelled by us if there is any missing information which we require. With respect to any such orders which we cancel for which you have, at the time of cancellation, already have made payment for the Lethe Tattoo Goods in question, we will issue a credit or refund according to these Terms.

If you want to make any changes to an order, please contact us as soon as possible. Please note, however, that we do not guarantee that we will be able to make any changes to your order once placed, so make sure that you double check your selections before placing your order.

Payments and Authorizations

You agree to pay Lethe Tattoo for all fees and charges associated with the Services, if any. All fees and charges are due in full at the confirmation of your order. In the case of recurring subscriptions for certain User Features, all fees and charges are due on a recurring basis as explained in connection with such User Features.

In connection with any payments made through the Platform, You may be asked to provide customary billing information such as name, billing address and credit card or other payment information either to Lethe Tattoo or its third-party payment processor(s) (including by or through the applicable application store, such as the Apple App Store or Google Play Store). You agree to pay Lethe Tattoo for any purchases in connection with your Account or your use of any of the User Features, or otherwise provided to you or on your behalf, in each case by one of the payment methods from time to time described on provided for on the Platform, including the charging of the credit card account. You hereby authorize the payment and collection of any and

all such amounts by the charging of the credit card, or via such other payment method provided for under your Account. If you are directed to any Lethe Tattoo third party payment processor(s), you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices.

In furtherance of your use of the User Features, you understand and agree that Lethe Tattoo reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your credit card or other payment method for any fees or charges for or associated with any Lethe Tattoo Goods or (ii) charge your credit card or other payment method a nominal amount, not to exceed one dollar (\$1) per verification, or a similar sum in the currency in which you are transacting, to verify your credit card or other payment method. As a general rule, Lethe Tattoo will collect any fees or charges due upon placement of your order. In our discretion such fees and charges may instead be collected by us at an earlier or later point.

Lethe Tattoo does not control, and is not responsible for, any fees or charges that may be charged to a User by your bank, financial institution, or payment provider, with respect to Lethe Tattoo's collection of fees or payments, and Lethe Tattoo expressly disclaims all (and you agree that Lethe Tattoo will have no) liability in this regard.

Pick-Up and Shipping

Shipping charges and expected delivery dates may be displayed through the User Features at the time of your order, or may appear in an order confirmation e-mail. Based on our service locations and your shipping address, we determine the shipping carrier for your order. Carriers that may be used include, but are not limited to, the U.S. Postal Service (USPS), United Parcel Service (UPS), and FedEx. Occasionally, we may send your order in two or more shipments.

Returns

Lethe Tattoo takes pride in its products and desires that all Users are satisfied with their purchase. Our policy, however, is that all sales are final unless otherwise stated. If you believe there is an issue with your Lethe Tattoo Goods, please e-mail us at support@LetheTattoo.com within five (5) days of receiving your order and we will do our best to resolve it for you. In no event, however, is Lethe Tattoo obligated to refund any purchase.

Promotions

Lethe Tattoo, at its sole discretion, may from time to time, make special offers or promotions ("Promotions") available to some but not all Users, or to prospective Users. Promotions, which we may from time to time offer to our Users may not be the same and different Users may be offered different Promotions. Furthermore, prospective Users may also be offered different Promotions. No Promotion, unless and then only to the extent expressly made to you specifically, shall have any bearing whatsoever on your Account, these Terms or your relationship with Lethe Tattoo. Any promotional coupon, which we may utilize in connection with a Promotion is applied at the discretion of Lethe Tattoo, and while Lethe Tattoo may in

connection with a Promotion reduce the cost of certain Lethe Tattoo Goods, if any, subject to such Promotion, based on an amount or discount value, stated by us in the Promotion, all other fees and charges for or in connection with Lethe Tattoo Goods, as well as, all shipping and handling (if applicable), and sales tax will still apply and be due to and payable to Lethe Tattoo.

User Conduct

You understand and agree that you alone are responsible, at your sole cost and expense, for compliance with any and all Laws that may apply to your use of the Platform or any feature thereof. In connection with your use of the Platform, you must not, and you agree that you shall never do or attempt to do any of the following:

- violate any applicable Law or these Terms;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other features or services contained in or comprising the Platform;
- use the Platform or any part thereof or any feature or functionality accessed on or through the Platform for any commercial or other purposes that are not expressly permitted by these Terms;
- interfere with or damage the Platform, or any part thereof or any feature or functionality accessed on or through the Platform;
- use the Platform, or any part thereof or any feature or functionality accessed on or through the Platform to transmit, distribute, post, or submit any information concerning any other person or entity;
- use the Platform for the distribution of unsolicited commercial email ("spam");
- stalk, harass, or bully any other user of the Platform;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- post, upload, publish, submit or transmit any Content that (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other Intellectual Property Rights, or rights of publicity or privacy, (ii) violates, or encourages any conduct that would violate, any applicable Law or regulation or would give rise to civil liability, (iii) is fraudulent, false, misleading or deceptive, (iv) is defamatory, obscene, pornographic, vulgar or offensive, (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group, (vi) is violent or threatening or promotes violence or actions that are threatening to any other person, or (vii) promotes illegal or harmful activities or substances;
- use, display, mirror or frame the Platform;
- access, tamper with, or use non-public areas of the Platform;
- attempt to probe, scan, or test the vulnerability of the Platform or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Lethe Tattoo to protect the Platform; or
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Platform or any feature or functionality thereof.

Lethe Tattoo at all times has the right to investigate and may prosecute violations of any of the foregoing to the fullest extent of the Law. Lethe Tattoo reserves the right, at any time and

without prior notice, to remove or disable access to any materials that Lethe Tattoo, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Platform.

Intellectual Property and User License Agreement General Intellectual Property Provisions

The Platform is protected by copyright, trademark, and other Laws of the United States and foreign countries. You acknowledge and agree that the Platform, Services, and Lethe Tattoo Content, including all associated Intellectual Property Rights, are the exclusive property of Lethe Tattoo and its licensors (hereinafter "Lethe Tattoo Intellectual Property"). You will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform or Collective Content. All trademarks, trade names, and source identifiers of Lethe Tattoo used on or in connection with the Platform are trademarks or registered trademarks of Lethe Tattoo. Trademarks, trade names, and any other source identifiers of third parties used on or in connection with the Platform are used for identification purposes only and may be the property of their respective owners.

Nothing in these Terms grants, transfers or conveys, nor may be construed or operate as a grant, transfer or conveyance, to any User or any other person of any right, title or interest in or to any of Lethe Tattoo Intellectual Property. No User or other person may use any of Lethe Tattoo Intellectual Property without in each case first obtaining our prior written consent, which consent may be withheld in our sole and absolute discretion.

Non-Assertion

You agree you shall not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, business partners, licensors, licensees or transferees, any patent infringement or other Intellectual Property infringement claim with respect to the Platform.

Lethe Tattoo License

Lethe Tattoo grants Users a limited, non-exclusive, non-transferable right and license, to (i) access and use the Platform; (ii) access and view any Lethe Tattoo Content solely for your use of the Platform and (iii) access and view any User Content to which you are permitted access, solely for your use of the Platform. You have no right to sublicense the license rights granted in this section. You agree not to use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Platform or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise to Lethe Tattoo Intellectual Property, except for the licenses and rights expressly granted in these Terms.

User Content License

Lethe Tattoo may, in our sole discretion, permit you to post, upload, publish, submit, or transmit User Content. By making available any User Content on or through the Platform, you hereby grant to Lethe Tattoo a worldwide, irrevocable, perpetual (or for the term of the protection),

non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, create derivative works (as defined in 17 U.S.C. § 101) from, and otherwise exploit such User Content on, through, by means of, or to promote or market the Platform. Except as set forth herein, Lethe Tattoo does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. Notwithstanding the foregoing, all derivative works (as defined in 17 U.S.C. § 101) resulting from User Content that is created or authored by Lethe Tattoo or otherwise associated with any subsequent research by Lethe Tattoo or its affiliates or contractors, shall become the property of the Company.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Platform. Accordingly, you represent and warrant that you either are the sole and exclusive owner of all User Content that you make available through the Platform or you have all rights, licenses, consents and releases that are necessary to grant to Lethe Tattoo the rights in such User Content, as contemplated under these Terms.

Suggestions

If you provide any suggested improvement(s) to the Platform or any feature or functionality thereof (each a "Suggestion" and collectively "Suggestions") to Lethe Tattoo, you agree to and hereby do assign to Lethe Tattoo, and we will own, all right, title and interest (including any Intellectual Property Rights) in and to any Suggestion even if the person making the Suggestion has designated the Suggestion as confidential or proprietary. Lethe Tattoo shall be entitled to use and exploit any Suggestion without restriction.

Notice of Alleged Infringement

If you are an intellectual property owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged infringements taking place on or through the Platform by submitting a complete Notice of Alleged Infringement as described below and delivering it to Lethe Tattoo. Upon receipt of the Notice as described below, Lethe Tattoo will take whatever action, in its sole discretion, it deems appropriate, including removal of the alleged infringing content from the Platform.

Provide your mailing address, telephone number, and, if available, email address. Identify the intellectual property that you claim has been infringed by providing a comprehensive list of the items (works, trademarks, etc.) that you claim have been infringed. If your work is registered with the United States Patent and Trademark Office, United States Copyright Office, or other

intellectual property office or jurisdiction, you must include copies of the registration certificates or information sufficient to confirm that such work is in fact protected.

Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if

applicable, the URL of the link shown on the Platform where such material may be found. Provide your full legal name and electronically sign and affirm the following statement: "I hereby affirm that I have a good faith belief that the disputed use of the material is not authorized by the owner, its agent, or the law (e.g., as a fair use). I affirm that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the Intellectual Property or of an exclusive right under the Intellectual Property that is allegedly infringed."

Deliver this Notice, with all items completed, to Lethe Tattoo by email to copyright@LetheTattoo.com.

Affiliate Marketing; Third Party Websites, Applications, Links, and Resources

The Platform may contain links to or otherwise interface or connect with third party websites or resources, such social media sites, and payment processors. You acknowledge and agree that Lethe Tattoo is not responsible or liable for (i) the availability or accuracy of such websites or resources or (ii) the content, products, or services on or available from such websites or resources.

AFFILIATE MARKETING DISCLAIMER: In addition, in some instances and from time to time we may provide through the Platform links to certain third-party products and services and those links may be affiliate links. If you click on those links and chose to make a purchase from such a third party, we may in certain instances earn a small commission from that third party. The commission is paid to us by the third party, not from you and you will incur no additional cost.

Links to such websites or resources do not imply any endorsement by Lethe Tattoo of any third-party websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products, or services on or available from such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM, OR ANY FEATURE OR SERVICE ACCESSED OR OFFERED ON, BY, OR THROUGH THE PLATFORM REMAINS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER Lethe Tattoo NOR ANY OF OUR AGENTS, REPRESENTATIVES, CONTRACTORS OR AFFILIATES,

SHALL BE LIABLE TO ANY USER, ANY USER, ANY GUESTS OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, FILES, DATA, CONTENT, BUSINESS, OPPORTUNITIES, REVENUES, ANTICIPATED SAVINGS OR OTHERWISE (EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR FOR ANY DAMAGES FOR BODILY INJURY OR EMOTIONAL DISTRESS IN CONNECTION WITH THE PLATFORM, INCLUDING,

WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) ACCESS TO OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SYSTEM OR ANY SERVICE OR ANY PART THEREOF, (II) THE PROVISION OF OR FAILURE TO PROVIDE, OR ANY INTERRUPTION OF, ANY Lethe Tattoo SERVICE OR ANY OTHER SERVICE, (III) ANY INFORMATION, SOFTWARE, PRODUCT, SERVICE, DATA, FILE, CONTENT, OR MATERIALS STORED ON, OBTAINED THROUGH, UPLOADED TO OR DOWNLOADED FROM THE SYSTEM OR ANY SERVICE, OR ANY DAMAGE TO OR CORRUPTION OR LOSS OF ANY OF THE FOREGOING, (IV) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR CONTENT, OR (V) ANY ACCESS TO OR USE OF, OR ANY INABILITY TO ACCESS OR USE ANY CONTENT OR MATERIALS.

IN THE EVENT THAT NOTWITHSTANDING THE PROVISIONS OF THE FOREGOING PARAGRAPHS OF THIS SECTION, WE (OR ANY OF OUR AGENTS, REPRESENTATIVES, CONTRACTORS, AFFILIATES OR THIRD PARTY LICENSORS OR SUPPLIERS) ARE FOUND LIABLE TO ANY USER, USER OR GUEST OR OTHERWISE FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, THE AGGREGATE AMOUNT OF ALL SUCH LIABILITY SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO US BY USER OR YOU (AS APPLICABLE) FOR AND WITH RESPECT TO THE PARTICULAR SERVICES THAT GIVE RISE TO SUCH CLAIM IN WHICH THE CAUSE OF ACTION ACCRUED.

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree and must at all times indemnify, defend and hold Lethe Tattoo and its third party suppliers or licensors, each of our and their business partners and each of our and their respective employees, officers, directors, managers and representatives (each an "Indemnitee" and collectively the "Indemnitees"), harmless from and against any and all losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including attorneys' fees and court

costs) suffered or incurred by any of the Indemnitees as a result of any third party claim, action, suit, or proceeding arising out of or incident to (i) any User or other person's use of or access to the Platform in a manner not authorized by these Terms, or in violation of any applicable laws, (ii) Content including any claim involving infringement or misappropriation of third party rights or the use, development, design, manufacture, production, advertising, promotion or marketing of User Content, (iii) any breach by User or any other person of any term or condition of these Terms, including without limitation, any representation and warranty hereunder, or (iv) any act, omission or misconduct of User or any other person using or accessing the Platform.

We will promptly notify you of any claim which we become aware of and which we believe to be subject to indemnification under this Section; provided that our failure to promptly notify you shall not affect your indemnification obligations hereunder except to the extent that our failure to promptly notify you materially prejudices your ability to defend the claim. At our option, you will have the right to defend against any such claim(s) with counsel of your own choosing (subject to a conflicts assessment), and to settle such claim as you deem appropriate, provided that you (nor any Person acting on your behalf) may enter into any settlement without Lethe Tattoo's prior written consent (which may be conditioned or withheld in our sole and absolute discretion) and provided that we may, at any time, elect to take over control of the defense and settlement of any claim.

Dispute Resolution Arbitration

You and Lethe Tattoo agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Platform (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief (and associated legal relief) in a court of competent jurisdiction to redress or prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights. You acknowledge and agree that you and Lethe Tattoo are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding. Further, unless both you and Lethe Tattoo otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding.

Rules and Governing Law

This agreement to arbitrate evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The AAA Rules are available at www.adr.org/Rules. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Location and Procedure

Unless you and Lethe Tattoo otherwise agree, the arbitration will be conducted in New York, New York, United States. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Lethe Tattoo submit to the arbitrator, unless you request a hearing, or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Changes

Notwithstanding the provisions of the "Modification" section above, if Lethe Tattoo changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Lethe Tattoo's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Lethe Tattoo in accordance with the provisions of this "Dispute

Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General Provisions Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Lethe Tattoo (i) via email (in each case to the address that you provide) or (ii) by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Controlling Law and Jurisdiction

These Terms and your use of the Services will be interpreted in accordance with the laws of the State of New York and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in New York County, New York or a United States District Court, Southern District of New York located in New York County, New York for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other Intellectual Property Rights, as set forth in the Dispute Resolution provision.

Severability

If any provision of these Terms, or the application of such provision, is held invalid by a court of competent jurisdiction, the remainder of these Terms, and the application of such provision to persons, entities, or circumstances other than those with respect to which it is held invalid, shall not be affected.

Waiver and Enforceability

The failure of Lethe Tattoo to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

Third Party Beneficiary

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

Term and Termination

These Terms are effective upon your access and use of the Platform or of any User Feature, as amended by any modifications made by Lethe Tattoo as outlined at the start of these Terms. You may discontinue your use of User Features at any time, for any reason. We may revoke your permission to access the Platform or any or all User Features, at any time, for any reason, with or without notice to you. We reserve the right to refuse access to the Platform or any User Feature to any User for any reason not prohibited by applicable Law. Either party may terminate the Terms for any reason upon written notice to the other party.

Survival

Sections I (Definitions), II (Acknowledgments and Disclaimers), IX (Intellectual Property and User License Agreement), XI (Limitation of Liability), XII (Indemnification), XIII (Dispute Resolution), and XIV (General Provisions) shall survive termination of these Terms.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Lethe Tattoo and you regarding the Platform, any Services rendered via the Platform, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Lethe Tattoo and you regarding the Platform.

Assignment

These Terms are neither assignable, transferable nor delegable by you whether by operation of Law or otherwise. Any attempt by you to assign, transfer, or delegate any of these Terms, will be null and void and of no effect. Lethe Tattoo may assign, transfer, or delegate these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the respective parties, their successors and permitted assigns.

How to Contact Us

If you have any questions regarding these Terms or our privacy practices, you can contact us at
Email : Lethetattoonyc@gmail.com
Phone number : 646-398-8839