# TERMS AND CONDITIONS OF USE

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You represent and warrant that you are at least eighteen years of age and that you possess the legal right and ability to legally obligate yourself to these Terms of Use. You represent and warrant that you will use this Site in accordance with these Terms of Use and all applicable laws.

## **Intellectual Property**

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### **Digital Millennium Copyright Act Notice**

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#### Indemnification

You agree to indemnify, defend and hold harmless Tattoos To Go and our subsidiaries, affiliates, partners, officers, directors, agents, contractors,

licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### General

These Terms of Use will be governed by the laws of the State of New Hampshire, without giving effect to any conflicts of laws principles. Any dispute arising out of or relating to these Terms of Use will be brought in a state or federal court located in the State of New Hampshire.

The Terms of Use constitutes the entire agreement between you and Tattoos To Go. It governs your use of the Site, and supersedes any prior or contemporaneous understandings or agreements between you and Tattoos To Go relating thereto. These Terms of Use may not be modified by you unless such modification is in writing and signed by an authorized officer of Tattoos To Go. The failure of Tattoos To Go to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision. If any provision of the Terms of Use is found to be invalid and/or unenforceable, the parties agree to give effect to the parties' intentions as reflected in the provision, and furthermore, the other provisions of the Terms of Use will remain in full force and effect. These Terms of Use will not prejudice the statutory rights of any party. The headings in these Terms of Use are for convenience only and have no legal or contractual effect. You may not assign any rights or obligations under these Terms of Use. **Prices, Terms & Conditions** 

Current prices, terms, and conditions are subject to change without notice. All orders are subject to approval at Tattoos To Go headquarters in Portsmouth, NH

### **Payment Policy**

We accept payment by Discovery, Visa, MasterCard, American Express and Apple Pay

### Minimum Wholesale Order:

3 dozen or 36 units. Pre packs of half dozen (6 pieces) per design Re-order minimum 6 pieces **Shipments**: Tattoos To Go currently ships to addresses within the United States *(lower 48 states)*. Standard shipping takes approximately 5 to 7 business days.

## **Shipping Charge**

We ship standard shipping at no cost. If expedited shipping is requested we will inform you of the additional charge.

#### **Sales Tax Charge**

A Sales Tax will not be charged the state of New Hampshire does not collect sales tax.

Unless otherwise specified, you shall be responsible for the payment of all sales, use and other similar taxes related to any online purchase or product from the Website.

## Returns

All refused orders are subject to a 15% restocking fee and charged freight. Most carriers make 3 attempts to deliver orders before returning to sender. These orders are considered refused. No return of merchandise will be accepted and no credit issued without authorization by our Customer Service department. No returns will be accepted if merchandise has price tickets or store labels attached. All returns are subject to a 15% restocking fee. All claims must be made within 10 days after receipt of the shipped goods. To avoid damage, we ask that you wrap all returns securely before shipping them back to us. Please enclose the packing slip you received with your shipment. Tattoos To Go is not responsible for shipping charges on any returns. Items should be returned within 30 days of receipt and received back in original condition for a refund. A copy of the packing slip and return authorization number is needed for all returns.

If incorrect items are received, please call Customer Service. We will be glad to help you with the return or exchange. For orders that are incomplete or damaged, we will replace the item with no additional shipping charges. On credit card replacements or exchanges, the original web order will be credited and the replacement or exchange will be recharged We cannot accept returns for products purchased in retail locations.

#### **Refusal of Order**

Although its not our general policy to refuse service, we reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/ or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors.

We value your patronage and are truly committed to your satisfaction. Please contact Customer Service with questions regarding our policy to exchange or return an item.

#### **Contact Information:**

1-603-294-0178

Monday through Friday, 9:00 am - 5:00pm EST

Email: info@tattoostogo.com

#### **Product Warnings:**

Do Not apply to sensitive skin near the eyes and lip area or if allergic to adhesives or dyes.

#### SAFE FOR ALL AGES

Tattoos To Go are made with vegetable dyes and mild adhesives. They are non-toxic, hypoallergenic, skin safe and FDA approved.

### **EFFECTIVE DATE:**

These Terms and Conditions of Use were last updated on 12/31/18

# MADE IN THE USA