

EPHEMERAL

Ephemeral Reservation Deposit Agreement Terms & Conditions

Your Ephemeral Reservation Deposit Agreement (the “Agreement”) is made up of the following:

1. **Book Your Appointment Email:** A Book Your Appointment email (the “Invitation”) will be sent to you when Ephemeral Solutions, Inc (“we”, “us” or “our”) is ready to invite you to select an Ephemeral tattoo appointment (the “Appointment”) for your Ephemeral tattoo (the “Tattoo”). The Invitation will allow you to select the exact date and time of your appointment, and will include an estimate of your final Tattoo price.
2. **Terms & Conditions:** These Terms & Conditions are effective as of the date (the “Reservation Date”) you make your Reservation deposit payment (the “Deposit”)
3. **Receipt:** Upon completion of your Appointment, you will receive a summary of the final purchase price of your Tattoo.

Agreement to Purchase. Upon submission of your Deposit, you agree to purchase a Tattoo from us pursuant to the terms and conditions of this agreement.

Purchase Price and Taxes. The purchase price of your Tattoo will be agreed upon prior to the start of your Appointment. Any price included in your Invitation is only being offered to you as an estimate, may not include taxes and is subject to change. Taxes may be up to 10% or more of the Purchase Price and depends on factors, such as where your Appointment takes place. The total amount due to us will be listed in your Receipt.

Invitation Process; Final Payment; Cancellation; Changes. After you pay your Deposit and as soon as an Appointment is available to you, you will receive an Invitation to receive your Tattoo. After you have scheduled your Appointment, we will provide relevant pricing options for your Tattoo. Upon completion of your Appointment, you will pay the total amount due listed in the Receipt, less your the Deposit, but inclusive of any relevant taxes. Until you confirm your Appointment, you may cancel your Reservation at any time, in which case you will receive a full refund of your Deposit.

Cancellation. Ephemeral may cancel your Reservation and refund your Deposit at any time.

Appointment Booking. Appointment availability is dependent on many factors, including when and where we open our studios. You understand that we may not have made Appointments available near you at the time you entered into this Agreement so we do not guarantee when you will be able to complete your Appointment.

Limitation of Liability. We are not liable for any incidental, special or consequential damages arising out of this Agreement. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of your Deposit.

Agreement to Arbitrate. If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@ephemeraltattoos.com. If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and us will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org. The arbitrator may only resolve disputes between you and us, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing from us. In other words, we can and may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated. If you prefer, you may instead take an individual dispute to small claims court