

## BLACKDOT

### TERMS OF USE

Last Modified: 09/14/2023

Welcome to Blackdot. Please read on to learn the rules and restrictions that govern your use of our website and its accompanying services (collectively, the “**Website**”). If you have any questions, comments, or concerns regarding these terms or the Website, please contact us at:

- [contact@blackdot.tattoo](mailto:contact@blackdot.tattoo) for general inquiries

These Website Terms of Use (these “**Terms**”) are a binding contract between you and **Blackdot, Inc.** (“**Blackdot**”, “**we**”, and “**us**”). Your use of the Website in any way means that you agree to these Terms, and these Terms will remain in effect while you use the Website. These Terms include the provisions in this document as well as your acknowledgement of those in the Privacy Policy (<https://blackdot.tattoo/privacy-policy>). Your use of the Website may also be subject to additional policies, rules or conditions (“**Additional Terms**”), which are incorporated herein by reference, and you understand and agree that by using the Website in a way that triggers the Additional Terms, you agree to also comply with these Additional Terms. **If you are an applicant for a Blackdot tattoo, and/or a recipient of a Blackdot tattoo, please review the Blackdot Applicant and Tattoo Recipient Supplement, contained at the end of these Terms.**

**Please read these Terms carefully.** They cover important information about Website. **These Terms include information about future changes to these Terms and limitations of liability, and an arbitration agreement. PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE WEBSITE IN ANY MANNER.**

1. **CHANGES TO THE TERMS**
2. **USER PRIVACY**
3. **BASICS ABOUT USING THE WEBSITE**
4. **COMMUNICATING WITH USERS**
5. **WEBSITE RESTRICTIONS**
6. **BLACKDOT RIGHTS TO WEBSITE CONTENT**
7. **USER RIGHTS AND RESPONSIBILITIES FOR CONTENT**
8. **CHANGES TO THE WEBSITE**
9. **VIOLATING THESE TERMS**
10. **ARBITRATION AGREEMENT AND MISCELLANEOUS**
11. **BLACKDOT APPLICANT AND TATTOO RECIPIENT SUPPLEMENT**

## **1. Changes to the Terms**

We are constantly trying to improve our Website, so these Terms may need to change along with our Website. We reserve the right to change the Terms at any time. If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Website. If you use the Website in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here or in any updated version of these Terms, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## **2. User Privacy**

Blackdot takes the privacy of its users very seriously. For our current Privacy Policy, please visit our website <https://blackdot.tattoo/privacy-policy>

### *Children's Online Privacy Protection Act*

The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 18 years of age; if you are a child under 18 years of age, please do not attempt to register for or otherwise use the Website or send us any personal information. If we learn we have collected personal information from a child under 18 years of age, we will delete that information as quickly as possible. If you believe that a child under 18 years of age may have provided us personal information, please contact us at [contact@blackdot.tattoo](mailto:contact@blackdot.tattoo).

## **3. Basics About Using the Website**

You represent and warrant that you are an individual over 18 years of age and of legal age to form a binding contract.

You will only use the Website for your own personal or business use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Website is prohibited by applicable laws, then you aren't authorized to use the Website. We can't and won't be responsible for your using the Website in a way that breaks the law.

## **4. Communicating with Users**

As part of your use of the Website, you may receive communications through the Website, including messages that Blackdot sends you (for example, via email if you direct an inquiry to us through the website).

## **5. Website Restrictions**

You represent, warrant, and agree that you will not provide or contribute anything, including any Content (as that term is defined below), to the Website or otherwise use or interact with the Website in a manner that:

- (a) infringes or violates the intellectual property rights or any other rights of anyone else (including Blackdot);
- (b) violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Blackdot;
- (c) is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (e) violates the security of any computer network, or cracks any passwords or security encryption codes;
- (f) runs Maillist, Listserv, any form of auto-responder or "spam" on the Website, or any processes that run or are activated while you are not logged into the Website, or that otherwise interfere with the proper working of the Website (including by placing an unreasonable load on the Website's infrastructure);

- (g) “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Website or Content (through use of manual or automated means);
- (h) copies or stores any significant portion of the Content; or
- (i) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Website.

A violation of any of the foregoing is grounds for termination of your right to use or access the Website.

#### **6. Blackdot Rights to Website Content**

The materials displayed or performed or available on or through the Website, including, but not limited to, text, graphics, data, articles, photos, images, illustrations and so forth (all of the foregoing, the “**Content**”) are protected by copyright or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Website, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including Blackdot’s) rights.

You understand that Blackdot owns the Website. Use, reproduction, modification, distribution or storage of any Content for any purpose other than using the Website is expressly prohibited without prior written permission from us. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Website. The Website may allow you to copy or download certain Content, but please remember that even where these functionalities exist, all the restrictions in this section still apply.

#### **7. User Rights and Responsibilities for Content**

Any information or Content publicly posted or privately transmitted through the Website is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren’t liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Website. We can’t guarantee the identity of any users with whom you interact in using the Website and are not responsible for which users gain access to the Website.

You are responsible for all Content you contribute, in any manner, to the Website (including but not limited to any communication or materials you send us), and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it.

The Website may contain links or connections to third-party websites or services that are not owned or controlled by Blackdot. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that Blackdot is not responsible for those risks.

Blackdot has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Website. In addition, Blackdot will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Website, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations or individuals found on or through the Website, including payment and delivery of goods or Website, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Blackdot shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on the Website, or between users and any third party, you agree that Blackdot is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Blackdot, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Website. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

#### **8. Changes to the Website**

We're always trying to improve our Website, so we may change it from time to time. We may suspend or discontinue any part of the Website, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Website. We reserve the right to remove any Content from the Website at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

#### **9. Violating these Terms**

Blackdot is free to terminate or suspend your right of access to the Website for any reason in our discretion, including your breach of these Terms. Blackdot has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

#### **10. Arbitration Agreement and Miscellaneous**

**Warranty Disclaimer.** Blackdot and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Blackdot and all such parties together, the "**Blackdot Parties**") make no representations or warranties concerning the Website, including without limitation regarding any Content contained in or accessed through the Website, and the Blackdot Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Website or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, the Website. The Blackdot Parties make no representations or warranties regarding suggestions or recommendations of the Website or products and services offered or purchased through or in connection with the Website (when applicable). THE WEBSITE AND CONTENT ARE PROVIDED BY BLACKDOT (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE BLACKDOT PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, WEBSITE OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

**Arbitration Agreement.** Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with Blackdot and limits the manner in which you can seek relief from Blackdot. Both you and Blackdot acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, Blackdot's officers, directors, employees and independent contractors ("**Personnel**") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) *Arbitration Rules; Applicability of Arbitration Agreement.* The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of these Terms directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in Austin, Texas. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “**Rules**”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) *Costs of Arbitration.* The Rules will govern payment of all arbitration fees. Blackdot will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Blackdot will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) *Small Claims Court; Infringement.* Either you or Blackdot may assert claims, if they qualify, in small claims court in Travis County, Texas or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any 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.

(d) *Waiver of Jury Trial.* YOU AND BLACKDOT WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Blackdot are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Blackdot over whether to vacate or enforce an arbitration award, YOU AND BLACKDOT WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Blackdot is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) *Opt-out.* You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following email address: [contact@blackdot.tattoo](mailto:contact@blackdot.tattoo). You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms’ arbitration agreement in your message.

(g) *Exclusive Venue.* If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Blackdot to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and Blackdot agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Los Angeles County, California , or the federal district in which that county falls.

(h) *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Blackdot.

(i) *Taxes.* You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Blackdot may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit.

(j) *Other.* The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Blackdot agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Blackdot, and that these Terms supersede and cancel all previous written and oral

agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Blackdot, and you do not have any authority of any kind to bind Blackdot in any respect whatsoever.

Except as expressly set forth in the sections regarding the arbitration agreement, you and Blackdot agree there are no third-party beneficiaries intended under these Terms.

**Indemnity.** You agree to indemnify and hold the Blackdot Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your use of the Website, and (b) your violation of these Terms.

**Assignment.** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder in any way (by operation of law or otherwise) without Blackdot's prior written consent. Any attempted transfer or assignment in violation hereof shall be null and void. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

**Choice of Law.** These Terms are governed by and will be construed under applicable federal law and the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

**Miscellaneous.** You and Blackdot agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Blackdot, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Blackdot, and you do not have any authority of any kind to bind Blackdot in any respect whatsoever.

## **BLACKDOT TATTOO APPLICANT AND RECIPIENT SUPPLEMENT**

These supplemental terms apply to you if you apply for, and/or receive a Tattoo through the Website:

### **1. Application Process**

- 1.1. **Applications.** To apply to receive a tattoo designed by a Blackdot artist (each a "**Tattoo**"), you must complete our online application form (the "**Application**") available on our Website or through other designated platforms, such as in person at one of our Studios. By submitting your Application, you agree to comply with these Terms. There is no cost associated with submitting an Application.
- 1.2. **Criteria.** You must be at least 18 years of age to apply for a Tattoo from Blackdot. By submitting your Application, you affirm that you are of legal age.
- 1.3. **No Guarantees.** Placement of a Tattoo design on our Website or promotion of a particular artist's designs does not guarantee availability of that artist or that design for a Tattoo or corresponding Appointment. Blackdot's roster of artists and limited inventory of design from our collaborating artists is subject to change without notice. You agree and acknowledge that between when you submit an Application, and when you may be selected to receive a Tattoo, availability of certain designs from particular artists may change.
- 1.4. **Withdrawal.** If at any time after submission you'd like to withdraw your Application, please email Blackdot at [contact@blackdot.tattoo](mailto:contact@blackdot.tattoo).

### **2. Selection and Notifications**

- 2.1. **Review of Applications.** Blackdot will review all applications on a case-by-case basis. Studio appointments (each an "**Appointment**") are incredibly limited. Submission of an Application does not guarantee selection for receiving a Tattoo.
- 2.2. **Communication.** All communication regarding your Application, including selection or rejection notifications, will be sent to the email address provided in your Application. It is your responsibility to ensure that the email

address is accurate and regularly checked for updates. If you affirmatively opt in to receive text messages from us during the Application process, Blackdot will text you Appointment reminders if selected.

- 2.3. *Selection Process and Notification*. Once the Application process for a particular artist's designs closes, you will be notified via email. If you are "pre-selected" to receive a Tattoo, you will receive email instructions outlining next steps, including executing the forms outlining the Additional Terms specified in Section 5, and booking an online or in person consultation ("**Consultation**") with Blackdot. Once selected, you will have three (3) days to accept your invitation to move forward. If Blackdot does not hear from you within three (3) days after providing you with notice of selection, Blackdot reserves the right to rescind your selection and move on to the next Tattoo candidate.
- 2.4. *Steps After Being Selected*. Provided (1) no issues arise during the Consultation and Blackdot determines you are a viable Tattoo recipient, (2) you execute the forms for the Additional Terms, and (3) you wish to move forward to booking an Appointment, you can accept your selection by making a 50% payment towards the Execution Fee (the "**Deposit**"), paying the Design Fee, and booking an Appointment.
- 2.5. *Acceptance*. By making the Deposit, you hereby agree that you accept your invitation to receive a Tattoo.
- 2.6. *Reschedule Requests and Cancelations*. Blackdot will make best efforts to accommodate Appointment reschedule requests. Notice for an Appointment reschedule request must be communicated to Blackdot in writing at least two (2) weeks prior to the scheduled Appointment. However, please note that Tattoo artist availability may be extremely limited. To the extent you fail to provide sufficient notice of a reschedule request and/or "no-show" your Appointment, you will owe the total amount of the Design Fee and the Execution Fee. If you decide to cancel your Appointment (at least two weeks prior to the scheduled Appointment), Blackdot will refund your Design Fee, but not the Deposit.

### 3. Fees and Payment Information

- 3.1. *Design and Execution Fee*. If you are selected to receive a Tattoo from Blackdot, you will be required to make two separate types of payments: The "**Design Fee**" covers the tattooing service for one or more tattoos of a particular artist's work. The "**Execution Fee**" includes booking fees, material and personnel costs for applying the tattoo on skin. In some cases, certain artists may act as both the creative designer and in-Studio Tattoo artist. Blackdot works with all artists on the design process to offer quality Tattoo options to you. You acknowledge and agree that payment of a Design Fee does not entitle you to creative input on the design you select, which is final at the time you apply to receive it. The specific dollar amounts of the Design Fee and Execution Fee will be specified on the Website and/or in the Application, and will otherwise be communicated to you in writing by Blackdot.
- 3.2. *Payment Schedule*. The Deposit, which comprises half of the Execution Fee, is due and payable in accordance with Section 2.4. Additionally, the Design Fee is due and payable concurrently with the Deposit. THE DESIGN FEE AND DEPOSIT ARE NON-REFUNDABLE. You will owe the remaining 50% of the applicable Execution Fee in Studio upon completion of your Tattoo.
- 3.3. *Payment Processor*. All payments are made and processed through Blackdot's payments provider, Square Capital, LLC ("**Square**"), and your use of Square to make payments is at all times subject to Square's [terms and conditions](#).
- 3.4. *Taxes*. You are responsible for the payment of any applicable taxes, including but not limited to sales tax, value-added tax (VAT), goods and services tax (GST), or any other similar taxes, levies, or duties imposed by taxing authorities related to the products or services provided under these Terms, except for taxes in connection with income received by Blackdot based on payment of fees. All fees are exclusive of any applicable taxes.

### 4. Personal Information and Content

- 4.1. *Collection of Personal Information*. To complete your Application, you may be required to submit personal information and content either through the Website, online or in person during your Consultation, and in person

at a Studio, which may include, but is not limited to, your name, contact information, and sensory data and photos.

- 4.2. *Additional Acknowledgement*. By submitting your personal information through the Website or in person, you grant Blackdot the right to collect, use, store, and process this information in accordance with our Privacy Policy, and acknowledge you've read and understand the same.
- 4.3. *Accuracy of Information Submitted*. You represent and warrant that all information and content (i.e. photos) submitted in your Application and during the Application process is accurate, complete, not infringing on any third-party rights, and does not violate any applicable laws or regulations.
5. **Additional Terms for Receiving a Tattoo.** If you are selected to receive a Tattoo, you will be provided with a separate suite of agreements, outlining the specific terms and conditions related to the Tattoo process, including but not limited to the Informed Consent and Release, the Photo Release, the Aftercare Instructions, and the Arbitration and Class Action Waiver Agreement. Blackdot reserves the right to cancel your Appointment and/or rescind your Application acceptance for failure to agree to any of these Additional Terms.
6. **Warranty Disclaimer.** BLACKDOT MAKES NO WARRANTY ABOUT THE APPLICATION OR SELECTION PROCESS. SUBMISSION OF AN APPLICATION DOES NOT GUARANTEE SELECTION FOR RECEIVING A TATTOO OR ANY OTHER RESULT. BLACKDOT RESERVES THE RIGHT TO REJECT ANY APPLICATION FOR ANY REASON, WITHOUT PROVIDING AN EXPLANATION. YOUR INTERACTION WITH THE APPLICATION AND OTHER PORTIONS OF THE BLACKDOT WEBSITE IS AT ALL TIMES SUBJECT TO THE WARRANTY DISCLAIMER PROVIDED IN THE WEBSITE TERMS OF USE.