**Effective Date: March 2024**

These Terms and Conditions ("Terms") govern your use of the Water Horse Custom website and the services offered thereon (the "Services"). By accessing or using the Site or Services, you agree to be bound by these Terms. If you do not agree to all the terms and conditions, you may not access or use the Site or Services.

**Use of the Site and Services**

You may only use the Site and Services for lawful purposes and in accordance with these Terms.

You agree not to use the Site or Services:

To infringe upon the intellectual property rights of others.

To transmit any harmful, obscene, or threatening content.

To disrupt the functionality or security of the Site or Services.

To impersonate any person or entity.

To violate any applicable laws or regulations.

**User Accounts**

To access certain features of the Site and Services, you may be required to create an account.

You are responsible for maintaining the confidentiality of your account information and password.

You agree to be fully responsible for all activities that occur under your account.

You are obligated to notify us immediately of any unauthorized use of your account or any other security breach.

**Intellectual Property**

The content of the Site and Services, including text, graphics, logos, trademarks, and service marks, is the property of Water Horse or its licensors and is protected by copyright and other intellectual property laws.  You may not modify, distribute, republish, or create derivative works of this content without our express written permission.

**Orders and Payment**

By placing an order on the Site, you are offering to purchase a custom-printed garment or other product subject to these Terms.

We reserve the right to refuse any order for any reason.

We will charge your credit card or other payment method upon placing your order.

You agree to pay the total price for the ordered products, including applicable taxes and shipping costs.

**Shipping**

We will ship your order to the address you provide during checkout.

 Standard shipping times will apply and may vary depending on your location. We provide estimated delivery windows during checkout, but these are not guaranteed. Delays can occur due to factors beyond our control, such as weather events, or carrier backlogs~~.~~

We offer expedited shipping options for an additional fee. These options provide faster delivery times but are still subject to unforeseen circumstances.

We are not responsible for delays in shipping caused by incorrect or incomplete addresses provided by the customer. Double-check your shipping information during checkout to ensure timely delivery.

**Returns and Exchanges**

We are committed to your satisfaction and offer a hassle-free exchange policy for items received damaged.  If you are not completely satisfied with your custom-printed apparel, we want to make it right! Because of the nature of custom printed apparel, we do not accept returns for unwanted items. Items received damaged or incomplete will be remade and sent to you at no additional charge.

To initiate an exchange, please contact us within 14 days of receiving your order. You can reach us by email at info@waterhorseprints.com or by phone at 704-736-3030. Our customer service team will be happy to assist you with the exchange process.

You will be responsible for the return shipping costs. We recommend using a trackable shipping method to ensure your return arrives safely.

Once we receive your returned item, our team will inspect it to ensure it meets the return criteria.  Upon verification of the returned item's condition, we will process exchange.

**Disclaimer of Warranties**

It is important to understand the limitations of our services. WE PROVIDE THE SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.  This means we cannot guarantee that the Site or Services will always be available, function flawlessly, or be completely free of errors or viruses. We strive to maintain a high level of service and uptime, but unforeseen technical issues can occasionally arise.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY. WE DO NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR SERVICES WILL BE ACCURATE OR RELIABLE.

**By using the Site and Services, you acknowledge and accept these limitations.**

**Limitation of Liability**

We understand that unexpected situations can occur.  However, our liability in connection with your use of the Site and Services is limited as outlined here.  WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

This includes, but is not limited to, damages for lost profits, business interruption, loss of data, or personal injury arising out of or related to the use of, or the inability to use, the Site or Services, even if we have been advised of the possibility of such damages.

**Indemnification**

By using our platform, you agree to take responsibility for your actions. You agree to indemnify, defend, and hold harmless Water Horse, its officers, directors, employees, agents, and licensors from and against any and all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to your use of the Site or Services, or your violation of these Terms.

In simpler terms, this means you agree to hold us harmless from any legal action or financial responsibility that may arise due to your misuse of the Site or Services, or your violation of the terms outlined here.

**Term and Termination**

These Terms are effective upon your access to the Site or Services and will remain in effect until terminated by either you or us.  We reserve the right to terminate your access to the Site or Services for any reason, at any time, without notice.  This may occur if you violate any of these Terms, or if we believe your actions pose a threat to the security or integrity of the Site or Services. You may also terminate these Terms at any time by discontinuing your use of the Site and Services.

**Governing Law**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of North Carolina, United States of America.  Any legal action or proceeding arising out of or relating to these Terms will be brought exclusively in the state or federal courts located in Lincolnton, North Carolina, and you hereby consent to the personal jurisdiction and venue of such courts.

**Entire Agreement**

These Terms constitute the entire agreement between you and Water Horse regarding your use of the Site and Services.  They supersede all prior or contemporaneous communications and proposals, whether oral or written.

**Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**Waiver**

Our failure to enforce any provision of these Terms will not be construed as a waiver of such provision or any other provision of these Terms.

**Headings**

The headings used in these Terms are for convenience only and do not have any legal or contractual effect.

**Updates to These Terms**

We may update these Terms and Conditions from time to time to reflect changes in our practices or to comply with legal requirements. We will notify you of any significant changes by posting the updated Terms on the Site and sending you an email notification (if you have provided your email address).  It is recommended that you review these Terms periodically for any updates.

**Contact Us**

If you have any questions about these Terms and Conditions or our practices, please contact us:

**Email: info@waterhorseprints.com**

**Phone: 704-736-3030**