

Luna Kats Purchase Contract & Health Guarantee

[Terms & Conditions](#) / [Privacy Policy](#) / [Return Policy](#) / [Shipping Policy](#) on the website
www.LunaKats.com

As The Seller / Breeder / Luna Kats I have the right to refuse and or cancel a sale at any given time or reason, as I see fit. In such an event, the deposit will be refunded to the Buyer.

Kittens are typically ready to go home by 12 weeks old, sometimes they need to stay until 16 weeks for various reasons. Be aware it is possible for your pick up date to change if I deem necessary. Otherwise You are expected to pick up your kitten by the date given to you by the Seller / Luna Kats.

BUYER ACKNOWLEDGMENTS:

The Buyer agrees to provide a safe and suitable home for the kitten and understands All sales are final, kittens are sold as-is and that there are no returns. Buyer acknowledges that purchasing a kitten is a responsibility that entails maintaining the health of the kitten, providing proper Veterinary care and vet bills are the Buyers responsibility as a pet owner.

PRIMARY WARRANTY OF HEALTH: Kittens are in good health at the time of sale as far as can be determined by the Seller / Veterinarian. The Buyer agrees to have the Kitten / Cat examined by a licensed Veterinarian for a general exam and fecal exam within 48 hours of receiving the Kitten / Cat

excluding weekends and holidays. Buyer is responsible for all Veterinary fees once the Kitten / Cat has left Luna Kats Seller possession. Kittens have been dewormed before leaving Sellers possession, all necessary dewormings have been given to the Kitten / Cat and no symptoms or signs of parasites have been detected by the Seller / Veterinarian. If the Kitten / Cat is found to have a parasite, Buyer understands that parasites are common in kittens. Parasites are relatively inexpensive to treat and simple oral deworming treatments are usually once a day for 3 to 7 days. It is estimated that roughly 80% of all kittens get giardia or coccidia, this can be contracted anywhere in the environment. After the Kitten / Cat has left the possession of the Seller, Seller Luna Kats cannot be held accountable for any bacterial or viral infectious diseases, parasites, fungus, or future diagnosis of FeLV/FIV due to the fact that these can be contracted anywhere in the environment after leaving Luna Kat Sphynx Cattery / Luna Kats and are not a result of genetics or breeding. The Kitten / Cat should not be in contact with any other pets or animals before being Vet checked within the 48 hour period or health guarantee voids. Please do not vaccinate for FIP feline infectious peritonitis or FIV feline immunodeficiency virus aka "feline AIDS" If you decide to vaccinate for FIV keep in mind that your cat will test 'positive' for FIV since the test cannot tell the difference between a positive cat and a vaccinated cat! All health guarantees will be void if the Kitten / Cat is vaccinated for FIV or FIP! Your kitten is up to date with vaccines and therefore you should not over vaccinate your new kitten.

Research suggests that over 90% of all cats are carriers for the herpes virus. This virus is airborne, can live on surfaces and is generally thought by veterinarians to cause the vast majority of cat and kitten common colds. All purebred cats are more susceptible, This is NOT a congenital or genetic defect, just a known risk to the breed. This is very similar to human adults that have shingles expressions of the chicken pox as evidence of chickenpox exposure.

If upon examination the Veterinarian diagnoses the Kitten / Cat to be medically deficient with an untreatable or life threatening congenital defect, the Buyer must notify the Seller immediately by phone, email, text along with a written letter and a scheduled phone consult from the diagnosing Veterinarian. Seller has the right to obtain a second opinion. The Kitten / Cat must be returned to the Seller within 2 days of the Veterinarian diagnosis that the Kitten / Cat has an untreatable or life threatening congenital defect or the Buyer loses the right to return the Kitten / Cat. The Buyer has the choice to return the Kitten / Cat and the Seller will replace the Kitten / Cat with one of equal value if available or Seller will refund the purchase price, excluding any and all veterinary costs related to the certification of the Veterinarian diagnosis. The Kitten / Cat may not be returned due to an untreatable or life threatening defect after 48 hours from receiving the Kitten / Cat has lapsed. No exceptions!

Please contact Luna Kats immediately if you feel something is wrong with your kitten 713-429-0012 All vet / emergency bills are the responsibility of the Buyer. We may be able to provide you with solutions that can save you significantly in vet bills! Early detection is key in avoiding worse situations. We strongly discourage revenue driven corporations such as Banfield, VCA and other emergency vet hospitals.

SECONDARY WARRANTY OF HEALTH: If the kitten / cat should die within 1 year of age as a result of a congenital defect including HCM, said kitten /cat will be replaced if an appropriate complete necropsy is performed with a licensed veterinarian explaining the cause of death was from a congenital defect accompanied with at least 2 pictures of the deceased kitten / cat, death certificate along with vet records must be provided to Seller / Luna Kats directly from the licensed veterinarian at Buyers expense. This must be received by the Seller within 7 days of the kitten / cats original death. Once this is done the Seller will replace with a kitten / cat of comparable quality and value when one is available and can take up to 12 months to replace provided Seller / Breeder is still actively breeding. No monetary refunds will be given,

No exceptions. If the buyer denies a replacement kitten within 30 days of replacement kitten offering, the Seller / Luna Kats will be under no further obligation and the Buyer releases the Seller / Luna Kats from any further claims.

SPAY / NEUTER REQUIREMENT:

The Kitten / Cat should already be spayed or neutered prior to leaving Luna Kats!

If the Kitten / Cat has not yet been spayed or neutered prior to leaving Luna Kats due to size, age or for any reason at all or unlikely circumstance, The Buyer is required to have the said kitten / cat spayed or neutered at Buyers expense by No later than the kitten / cat being 6 months of age! Or another date noted in your agreement by the Seller / Luna Kats. Kitten / cat is still registered legally under the Seller / Breeder / Luna Kats / Luna Kat Sphynx . Legal ownership will not be released from the Seller to the Buyer until proof from your veterinarian is provided by the Buyer to the Seller / Luna Kats Luna Kat Sphynx Cattery that said kitten / cat has been spayed or neutered. If the kitten / cat is not spayed or neutered by 6 months of age (or date noted by Seller in your contract) with proof to the Seller from your veterinarian, Seller will enforce breach of contract for the maximum dollar amount of \$3,500. The kitten / cat must also be returned to the Seller at Buyers expense immediately. If kitten / cat is bred any offspring of this kitten / cat are to be delivered to the Seller as the Sellers legal sole property. Buyer will not be entitled to any compensation or refund of any kind! Buyer will also be responsible to pay Seller back all legal fees incurred!

Legal action WILL be taken by the Seller / Breeder / Luna Kats!

- The Buyer understands that the Kitten / Cat is not hypoallergenic. It is understood that no sphynx is completely hairless. Fur on the tail, feet

and face are common. The degree of hairlessness of the breed varies from cat to cat. Hormones, climate and genetics play an important role in hairlessness and it is impossible to guarantee that any sphynx Kitten / Cat will not grow some fur at any point in its life.

- Buyer understands that declawing is a mutilation involving the amputation of a large portion of the kitten / cats toes, which is likely to alter the temperament and general well being of the cat. Buyer agrees to Not declaw the Kitten / Cat or will be in breach of contract! Seller / Luna Kats does not give the Buyer permission to declaw the Kitten / Cat.
- Seller / Luna Kats cannot guarantee or warranty type, color, behavior or personality or how well said kitten / cat may or may not adjust or acclimate to your children, home, etc. TICA, CFA, TCA or any other applicable registration will be given where applicable at Seller's discretion. Not all kittens will be sold with registration!
- Buyer understands that this guarantee does not cover any condition that may result from injury or neglect. This guarantee does not cover the Buyer's existing pet(s) for parasites or viral illnesses that may have been contracted by the new Kitten / Cat. Seller / Luna Kats is not responsible if the landlord, spouse, current pet, or any other individual disapprove of the Kitten / Cat. Kitten allergies to cat food, grains or environment and or any other human condition are not covered by this warranty. The following conditions are not covered by this warranty: cherry eye, hypoglycemia, cancer, or low grade heart murmurs, retained baby teeth, or anything other than what is stated in the health guarantee.

DEPOSITS / SHIPPING / PICK UP: All deposits and money paid towards the sale of a Kitten / Cat are NON-Refundable. If the Buyer decides for any reason under any circumstance they no longer want to purchase the said Kitten / Cat, or do not pick up the Kitten / Cat within the date scheduled, the deposit and money paid towards the sale of the Kitten / Cat will NOT be refunded. No exceptions. Kitten / Cat will then be available to other Buyers. Only in the unforeseen event that a kitten may die before leaving the Sellers possession will the deposit or any money paid towards the kitten be refunded to the Buyer. Balance due plus any shipping cost must be paid by the Buyer and received by the Seller / Luna Kats before shipping the Kitten / Cat. If shipping is required balance and shipping cost must be paid in full and received 1 week prior to shipping!

If you are picking up your Kitten / Cat in person (local pick up) Your remaining balance is due in CASH ONLY! Any other form of payment will Not be accepted! No checks of any kind. Pick up / shipping arrangements must be made or agreed upon by the time the Kitten / Cat is 12 weeks of age or otherwise stated by the Seller / Luna kats All shipping, insurance, airline carrier charges, crate and health certificate, rabies vaccine will be paid by the Buyer. The Seller is not liable for the kitten / cat if lost or stolen after the acceptance by the airline carrier or pet courier. Once kitten / cat is given to the airline carrier or pet courier the Buyer takes all responsibility to deal directly with the airline or courier if the kitten / cat is lost, stolen, delayed or damaged resulting in the mortality or illness of the kitten / cat.

SHIPPING: As soon as the kitten is ready for travel, the kitten will typically ship within 2-14 days of the date of the agreement, Sometimes there may be a delay for a variety of reasons such as but not limited to, the weather and how cold and hot it is, logistics, mechanical failures of ground or air transportation or other unforeseen events. Seller shall not be responsible, directly or indirectly, for a delay including, without any limitation, those that may cause the buyer inconvenience of any type of financial loss, or shall any delay be a reason to cancel the purchase of the kitten. Buyer understands and agrees that there are no refunds for flight delays, airport delays, flight

cancellations. Seller is only responsible for providing the needed health certificate, vaccine records for the domestic United States.

- You are given a pick up date time frame or day for your kitten/cat. If the Buyer fails to pick up the kitten on the scheduled date, Seller / Luna Kats will charge a \$20 per day maintenance fee from the Buyer! Pick up will need to be rescheduled within a 2 week time period before the sale of the kitten becomes void to the Buyer.
- Buyer will not receive any kind of compensation or refund. If the Seller / Luna Kats changes the pick up date due to kitten growth, health etc. the maintenance fee does Not apply only in this circumstance.
- Should the Buyer be unable or unwilling under any circumstances to keep the kitten / cat, The Seller / Luna Kats shall have the first right of refusal to the kitten / cat free of charge. This notification obligation and first right of refusal remains in effect the entire life of the kitten / cat. Seller will not ask questions as to why you can no longer provide care for the kitten / cat if you do not wish to disclose the information. If Buyer has to return the kitten for any reason it will be on a surrender basis with no refund or credit.

If Sellers reputation, community standing, integrity or good name of Luna Kat Sphynx Luna Kats is damaged, negatively affected by any miscommunication, argument, intentionally or otherwise, shared and or posted on any social media, person to person, website or complaint board. Seller has the right to disclose all information and to prosecute to the fullest extent of slander / libel laws. A facsimile signature shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable. If any legal action is commenced by Seller or Buyer as a result of this contract, Buyer agrees that

the place of venue for such action shall be Montgomery County, Conroe, State of Texas. Buyer assents to personal jurisdiction within such venue regardless of their place of residence and agrees that any judgment obtained is enforceable within the jurisdiction that they reside in as if obtained within that jurisdiction. This document is a legal and binding contract. This contract is to be governed by the laws of the State of Texas. Buyer(s) signature indicates full agreement, understanding and approval of all the terms and conditions of this contract. There are no other conditions or guarantees, verbal or implied. No verbal deviations or additions are valid. No other warranties or guarantees are provided other than those specifically outlined within.

EXCLUSION OF LIABILITY FOR AIR DELIVERY

Notwithstanding anything to the contrary herein contained in the terms and conditions, except for Claims resulting from genetic or hereditary diseases or illnesses of the kitten. The Sellers shall not be liable for, and Buyer shall not be entitled to bring any Purchaser Claim, if and to the extent that the kitten is infected by an illness or disease because of the flight to take delivery of the kitten. The Buyer understands and agrees that all the kittens are well inspected and health certificate provided by an experienced licensed Veterinarian.

No Other Warranties: Seller disclaims any and all implied warranties of merchantability and fitness other the guarantees set forth above.

No Returns: As outlined above Seller will not accept any return of the kitten for a cash or credit refund due to any other individuals disapproval. If Buyer has to return the kitten for any reason it will be on a surrender basis with no refund or credit. Seller will find a suitable home for the kitten / Cat.

SHIPPING POLICY

Delivery by ground. We use a courier delivery service or we deliver to bring kittens directly to your home. This type of delivery works for nearby locations only. The price depends on distance / location / schedule / availability and varies in price. Contact us for further information on a quote and availability.

Delivery by air. The cost is typically \$450 that includes the crate, rabies and health certificate to any state except Hawaii and Alaska. We use United Pet Safe / American Airlines / Delta airlines to ship pets to your nearest airport. You can track your flight after we book the flight and give you the information needed. You will need to show your ID in order to pick up your kitten. An option is not available if the temperature at each point is more than 85 F degrees or lower than 25 F degrees.

RETURN POLICY

According to the Terms & Conditions contract you can return the Kitten / Cat only in case of a untreatable or life threatening congenital defect diagnosed by a licensed veterinarian within 48 hours from receiving the Kitten / Cat.

*Allergy to the cat is not a cause for return.

*If a kitten stops using a litter box it is not a cause for return. (But you can ask us for advice that may help.)

For more information please check our Terms & Conditions.

PRIVACY POLICY

This Privacy Policy describes how your personal information is collected, used, and shared when you visit or make a purchase from LunaKats.com (the "Site").

Personal information we collect

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information".

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons", "tags", and "pixels" are electronic files used to record information about how you browse the Site.

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment

information (including PayPal or other money apps), email address, and phone number. We refer to this information as “Order Information”.

When we talk about “Personal Information” in this Privacy Policy, we are talking both about Device Information and Order Information.

How do we use your personal information?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you;
- Screen our orders for potential risk or fraud; and
- When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

Sharing your personal Information

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Wix.com Ltd. to power our online store--you can read more about how Wix.com Ltd. uses your Personal Information here: <https://www.wix.com/about/privacy> We also use Google Analytics to help us understand how our customers use the Site -- you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

Behavioral advertising

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

You can opt out of targeted advertising by using the links below:

- Facebook: <https://www.facebook.com/settings/?tab=ads>
- Google: <https://www.google.com/settings/ads/anonymous>
- Bing: <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

Do not track

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

Your rights

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

Data retention

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

Changes

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

Minors

The Site is not intended for individuals under the age of 18 .

Contact us

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at LunaKatSphynx@aol.com or by phone 713-429-0012.

Luna Kats

AGREEMENT TO MANDATORY INDIVIDUAL ARBITRATION

Please read this carefully as it affects your rights. Instead of suing in court, Buyer and Seller agree that any dispute, controversy or claim arising out of, or relating to this agreement shall be resolved by final and binding arbitration on an individual basis in Montgomery county Conroe Texas. There is no judge or jury in arbitration, and court review of an arbitration award is limited. Purchaser agrees that, by entering into this agreement, Buyer and Seller are each waiving the right to a trial by jury and the right to participate in any class or representative action. The Buyer and seller further agree as follows:

The agreement to arbitrate is intended to be broadly interpreted, and includes, but is not limited to:

1. disputes and claims arising out of or relating to any aspect of the relationship between Buyer and Seller, where based on breach of contract, breach of any guarantees or warranties, tort, statute, fraud, misrepresentation or any other legal theory;
2. claims that arose before this Agreement or any prior agreement (including, but not limited to , claims relating to advertising;
3. claims that may arise after the termination of Purchaser's relationship with Seller; and
4. claims that are currently the subject of purported class action litigation in which Buyer is not a member of a certified class.

Buyer and Seller hereby agree that the Federal Arbitration Act ("FAA") applies to any arbitration, and governs all questions of whether a dispute is subject to arbitration. Unless Buyer and Seller agree otherwise in writing, arbitration shall be (i) administered by the American Arbitration Association

(AAA”), pursuant to the Consumer Arbitration Rules then in effect (the “AAA’s Rules”); and (ii) conducted by a single arbitrator who is licensed to practice law. The AAA’s Rules can be found at www.adr.org.

- This agreement DOES NOT allow class arbitrations even if the procedures of rules of the AAA would. Rather, Buyer and Seller only are entitled to pursue arbitration only on an individual basis. Further, and unless Buyer and Seller agree otherwise in writing, the arbitrator may not consolidate more than one individual party’s claims with any other party’s claims, and may not otherwise preside over any form of a representative or collective proceeding.
- Buyer and Seller each are responsible for their respective costs relating to counsel, experts, and witnesses.
- This arbitration agreement does not preclude the Buyer or the Seller from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against on a party’s behalf. In addition, and notwithstanding the other provisions of this arbitration agreement, either party may bring an individual action in small claims court.
- If the Buyer or Seller fails to comply with this arbitration provision, said breaching party shall be liable for the costs and attorneys’ fees incurred by the other party in enforcing compliance with the arbitration agreement.
- Unless the AAA arbitrator rules otherwise, all claims or counterclaims shall be resolved by the submission of documents only / desk arbitration (see R-29 of the AAA’s Rules). Any party, however, may ask for a hearing. The arbitrator also may decide that face-to-face hearing is necessary. Any hearing, however that is not held by telephone, shall take place in Montgomery County, Texas, unless the AAA arbitrator decides otherwise.
- Choice of Law: The Agreement, and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of law provisions that would cause the application of the laws of any other jurisdiction.
- Severability: If any provision or provisions of this Agreement is held to be illegal, invalid or unenforceable under applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby
- Acceptance of Terms: Use of this website, and information distributed in conjunction with this website is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on this website. Your use of this website or of any content presented in any and all areas of the website indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this website. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our kitten information, services, or website.
- Deposit that is paid to reserve the kitten is non-refundable for any reason. It will be returned only if the kitten has medical problems that don’t fit the purchase.
- Entire Agreement: This agreement represents the entire agreement between the parties and no other terms or conditions shall be applicable to this sale.

OVERVIEW

This website is operated by Luna Kats. Throughout the site, the terms “we”, “us” and “our” refer to Luna Kat Sphynx. Luna Kat Sphynx offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

ONLINE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Kittens / Cats / products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

PRODUCTS OR SERVICES (if applicable)

We have made every effort to display as accurately as possible the colors and images of our Kittens / Cats / products that appear on your monitor . We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

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. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our business. You agree to promptly update your account and other information, including your email address so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible

for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through the business is governed by our Privacy Policy.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Luna Kat Sphynx, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Luna Kat Sphynx and our parent, 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.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United States.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

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