



## Terms and conditions of use for Hobgoblin-3D LTD files

Hobgoblin-3D LTD incorporated and registered in England and Wales: Company Number "10295147"

### **The short version:** (non-commercial use, *we advise reading the full terms below*)

- We own our brand, items, files, logos, documents, and you purchase the license to print our items, and use our documents.
- Upon purchase you can print our items for personal use only
- You may not sell, share or distribute our digital items
- You may not sell, share or distribute the printed items

**IMPORTANT – PLEASE READ THESE TERMS OF USE CAREFULLY. THE .STL FILES, 3D BLUEPRINTS, DOCUMENTS OR SOFTWARE ARE A COPYRIGHTED WORKS BELONGING TO HOBGOBLIN-3D LTD. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND HOBGOBLIN-3D LTD FOR THE USE OF THE .STL FILES, 3D BLUEPRINTS, DOCUMENTS OR SOFTWARE . BY PURCHASING, DOWNLOADING, ACCESSING OR USING THE FILES YOU ARE ACCEPTING THESE TERMS OF USE (ON BEHALF OF YOURSELF OR ANY LEGAL ENTITY, BODY, GROUP, NETWORK, BUSINESS THAT YOU REPRESENT) AND YOU DECLARE THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS OF USE (ON BEHALF OF YOURSELF OR ANY LEGAL ENTITY, BODY, GROUP, NETWORK, BUSINESS THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE, DO NOT PURCHASE, DOWNLOAD, ACCESS OR USE THE .STL FILES, 3D BLUEPRINTS, DOCUMENTS OR SOFTWARE.**

By purchasing, downloading, accessing or using our .stl files, 3D blueprints, documents or software, you agree to the terms below.

### **The full terms:**

#### 1. Products & Services

1.1 Hobgoblin-3D has developed a number of high quality, affordable 3D print blueprints for the table top games market and chooses to distribute them via their website, or via any 3<sup>rd</sup> party marketplaces, or retailers at their discretion. By purchasing files from Hobgoblin-3D LTD, either directly from their website, via an authorised online market place, or any other retailer authorised by Hobgoblin 3D you are agreeing to the full terms of this agreement.

1.2 Licences. Subject to these terms of use, HOBGOBLIN-3D grants you a non-transferable, non-exclusive, licence to use the .stl files for your personal, non-commercial use.

1.3 Restrictions. Any License rights granted to you in these terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the services or materials that you 3D print, 2D print,





or manufacture by any other means under this license; (b) you shall not modify, duplicate, create derivative works of, disassemble, reverse compile or reverse engineer any part of the STL files; (c) you shall not access Hobgoblin 3D's services or STL files in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the services or files may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

1.4 Modifications. Hobgoblin-3D reserves the right to modify, suspend, or discontinue the services, or products or any part thereof with or without due notice at their discretion. You agree that Hobgoblin-3D will not be liable to you or any 3<sup>rd</sup> party you represent for any discontinuance, suspension, alteration or modification of their services or products or any part thereof, except and if expressly stated in section 09

## 2. Liability, Responsibility, Support.

2.1 Save for death and personal injury caused by Hobgoblin-3D's negligence, Hobgoblin-3D shall have no liability of any kind in any circumstances for any accidents, outcomes or instances that result in injury or death.

2.2 Hobgoblin-3D shall have no liability of any kind in any circumstances whatever to the customer, user or any party they represent in respect of their Software, hardware or Information. In particular, Hobgoblin-3D shall have no liability in any circumstances whatsoever for any data loss or corruption, or for any damage caused to Systems, 3D printers, data storage devices or computers owned by the customer, user or any parties they represent, and the customer, or user agrees that it has sole responsibility for protecting its data and Systems during evaluation of the Software, and that they have full authorisation to use such systems and equipment for the use of downloading, receiving, transferring, storing, exporting and printing the files.

2.3 Hobgoblin-3D has no onus of responsibility for providing support or guidance to the customer and they do so at their discretion. While every effort is made to ensure customer satisfaction, it is expected that the customer has a full working knowledge of their equipment and processes in regard to 3D printing, data management, data security, health and safety. The customer accepts that any advice given by Hobgoblin-3D is in an unofficial capacity and without any weight of authority. Hobgoblin-3D retains the right to refuse support on any of their services, files or products that have been adjusted from the intended state of use.

## 3. Prices & Payment

3.1 Hobgoblin-3D LTD aims to keep it's prices competitively fair, and in line with customer expectations. On occasion Hobgoblin-3D may run promotional offers, discounts, competitions, and freemium content. Hobgoblin-3D reserves the right to refuse, cancel, terminate or suspend any promotional offers at their discretion and have no obligation to the customer to fulfil the terms of a given promotion, or to offer any monetary consolation for unclaimed, invalid or out of date promotional codes, coupons, tickets or any token of any kind relating to past, present or future promotions.



3.2 All payments to Hobgoblin-3D whether through their website, or via a 3<sup>rd</sup> party vendor or online retailer will be securely processed via paypal. Hobgoblin-3D retains the right to request alternative methods of payment, or to add/remove further payment alternatives to their channels, outlets and services at their discretion.

#### 4. Guarantees & Warranties

4.1 Hobgoblin-3D offers no guarantee that their files will be optimised for every software system, 3D printer or alternative CNC manufacturing device. Every effort is made to test the files on as wide a user base as possible prior to release in order to ensure customer satisfaction. Hobgoblin-3D has no onus of responsibility to update their files to suit outdated or newer systems as technology progresses.

4.2 Hobgoblin-3D guarantees that all their work is 100% genuine, free from defects and professionally designed in house.

4.3 Hobgoblin-3D offers a 30 days returns policy in line with the consumer rights act 2015,. A further 2 weeks beyond the 30 days will be offered for replacement or repairs after which no further warranty will be provided.

#### 5. Returns & Refunds

5.1 Hobgoblin-3D offers 30 days to reject a faulty item and get a refund on any of their digital products. Beyond the 30 days returns period the customer has a further 14 days where an offer will be made to repair or replace the item, if the attempt at a repair or replacement is unsuccessful, the consumer can then claim a refund or a price reduction if they wish to keep the product. Hobgoblin-3D retains the right to refuse a refund in the event of incompatible systems, it is the onus of the customer to ensure that they are purchasing items fit for purpose with their specific hardware.

5.2 In the event a refund is required the customer should contact Hobgoblin-3D via email prior to the end of the 30 days refund period. Evidence of the fault should be documented with screenshots of settings, errors or damages along with a copy of the faulty file, three forms of identification, a concise explanation of the fault, and contact details of the customer. Further evidence may be requested regarding operating systems, 3D printer read outs of errors encountered, or any further evidence which may help support a claim. Hobgoblin-3D retains the right to refuse a refund in the event of incorrect use and insufficient evidence to support the claim, or in the event that the files have been altered from their intended state upon time of purchase. Once a returns claim has been submitted it may take a further six weeks for a decision to be made. In the event that a refund is granted, the payment will be made to the paypal account of the customer, at which time they will be requested to return and delete all appropriate files from their system related to the product in question.

5.3 In the event that a customer is found to be abusing the returns policy Hobgoblin-3D





retains the right to pursue the infringement in a court of law for the total amount of damages incurred plus legal costs. Hobgoblin-3D runs a trust based service with it's community, anyone found to be in discord with this trust will be denied access to Hobgoblin-3D's services and products permanently.

## 6. Ownership, Copyright & Trademarks

6.1 Hobgoblin-3D LTD ©2015 it's brand, associated logos, images, photos, digital content, files, 3D designs, banners, posters, product designs, franchises, bundle packs, products, concept art, videos, written content, audio tracks, games, packaging, code, software or any further medium or format being considered as being created by Hobgoblin-3D or any of it's employees, is the copyright of Hobgoblin 3D LTD.

6.2 Any theft, redistribution, resale, imitation, licensing, leasing, or claimed ownership of Hobgoblin-3D's copyrighted brand, associated logos, images, photos, digital content, files, 3D designs, banners, posters, product designs, franchises, bundle packs, products, concept art, videos, written content, audio tracks, games, packaging, code, software or any further medium or format being considered as being created by Hobgoblin-3D or any of it's employees, will be considered a breach of this contract, an infringement of copyright law, and dealt with accordingly in keeping with UK Copyright, Designs and Patents Act 1988.

## 7. Communication & Privacy

7.1 By agreeing to these terms the customer accepts that Hobgoblin-3D may retain data regarding the content purchased by the user along with further identification such as emails, user names, locations, purchase histories and preferred content. All data retained will be used to; process any purchases made by you; or to provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes; or to allow you to participate in interactive features of our service where you choose to do so.

7.2 Hobgoblin-3D holds no responsibility for accuracy of information provided via comments of 3<sup>rd</sup> parties on any forums, social media, or websites relating to Hobgoblin-3D LTD, and in no way whatsoever does Hobgoblin-3D endorse those comments.

7.3 Hobgoblin-3D claims no ownership of any content posted by 3<sup>rd</sup> parties on any forums, social media, or websites relating to Hobgoblin-3D LTD, and in no way whatsoever does Hobgoblin-3D take responsibility for or endorse content posted by 3<sup>rd</sup> parties therein.

## 8. Termination of Service

8.1 There is no need for the customer to terminate an account with Hobgoblin-3D whilst purchasing via a 3<sup>rd</sup> party market place or retailer. In the event that an account is created on Hobgoblin-3D's website, the customer may terminate their account at any time by cancelling within their account settings, or by emailing Hobgoblin-3D LTD to notify them of the cancellation.





## 9. Governing Law.

9.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 10. Changes in Agreement

10.1 Hobgoblin-3D LTD reserves the right to modify, alter, change, amend, update or terminate this agreement. Any intended modifications to this agreement will be notified 30 days prior to the changes taking effect.

## 11. Disputes.

11.1 Hobgoblin-3D does its best to resolve any disputes, however if an agreement cannot be reached, it will then become a matter of governance by and construed in accordance with the law of England and Wales.

