

Xykit Merchant Commercial License Agreement

This license applies to the digital products, items and media designed by: Xykit and / or Jason T Wade, through xykit.com, and/or, but not limited to: Kickstarter, thingiverse.com, myminifactory.com, and printables.com

1.) GRANT OF LICENSE

This commercial license agreement is granted by Xykit to the individual purchasing the license. By purchasing this license you agree to abide by the terms and conditions laid out in this agreement. Failure to comply with these terms could result in prosecution and termination of this agreement.

This license only grants you permission to sell physical 3D printed versions of Xykit's designs. It does not grant or include any monthly or annual file delivery. Files may be purchased from xykit.com or through our Kickstarter projects.

2.) DURATION

This commercial license is valid for as long as your subscription plan is paid and active. Once your subscription has expired and/or elapsed, you are no longer permitted to sell Xykit's designs.

You may choose to cancel your subscription at any time. No refunds will be given for the subscription service, digital products, items, images, graphics, or any other media. It is your responsibility to track and manage your subscription.

3.) RIGHTS

This license grants the purchasing individual the ability to sell physical, unmodified, 3D printed versions of Xykit's designs with the exception of designs listed below:

CURRENT EXCEPTIONS: none

(subject to revision)

4.) LIMITATIONS

This license is granted to the single individual purchasing the commercial license, and is NON-transferable. The digital products and files may NOT be sold, modified, transferred, shared, uploaded or sub-licensed. They may NOT be edited and/or incorporated into other projects for any distribution, sharing, sale, or crowdfunding.

These files may NOT be used to make molds for casting, or for mass production.

Any logos, images, and graphics provided may only be used for the duration of your license. Should your subscription, expire, elapse, or discontinue, all use of provided media shall cease to be permitted.

5.) WARRANTIES

Xykit makes no warranties in regards to the use or sales of these products / designs. Product files are sold "As Is". In no event will Xykit be responsible for the direct, indirect, special, incidental, or consequential damages that are in any way related to the design. Xykit is in no way obligated to update or provide ongoing support for the digital product.

6.) INTELLECTUAL PROPERTY

Xykit maintains the copyrights, patents, trademarks, trade secrets, and intellectual property of all digital products, 3D models, items, images, graphics, logos, and media purchased and / or downloaded.

7.) ATTRIBUTION

You agree to attribute any and all designs to xykit.com. It must be clear in any online listings, or in person sales that the models and media were created by xykit.com

How to Attribute online:

If posting images on a website, or social media the description must say: "designed by xykit.com" and you may choose to tag us @xykit or #xykit

For product listings you must choose at least one of the following:

- a.) product listing must state: "designed by xykit.com" in description
- b.) watermark, add Xykit's merchant logo to at least one product image OR
- c.) use one image to display the Xykit Licensed Merchant Logo image.

How to Attribute in person:

You may simply print, or hand write a paper "tent" card with "designed by xykit.com" clearly displayed with the products.

8.) DESIGN MODIFICATION

The files may not be modified and/or incorporated into any other project in digital or physical form for sale or distribution.

Altering any products, designs, logos, images, graphics or media without prior consent is strictly prohibited.

9.) ENTIRE AGREEMENT

This license contains the complete and entire agreement of the parties and cancels / supersedes any and all prior written or oral agreements, negotiations or understandings.

10.) AMENDMENT

We reserve the right to amend, modify, cancel, and/or update this agreement at any time.

11.) **SEVERABILITY**

If any portion of this agreement is found invalid or unenforceable, the remaining portions shall be unaffected and remain valid and enforceable.

For questions and concerns please contact us through email at: xykitcraft@gmail.com or through the "contact us" section on xykit.com