# Terms of Use

February 15, 2023



Thank you for shopping at Wyrmworks Publishing.

If, for any reason, You are not completely satisfied with a purchase, We invite You to review our policy on refunds and returns.

# **Interpretation and Definitions**

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Return and Refund Policy:

- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Making It Better LLC, 317 Mount Columbia Dr Leadville CO 80461.
- Goods refer to the items offered for sale on the Service.
- Orders mean a request by You to purchase Goods from Us.
- Service refers to the Website.
- Website refers to Wyrmworks Publishing, accessible

from <u>http://wyrmworkspublishing.com</u>.

• You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

#### Your Order Cancellation Rights

You are entitled to cancel Your Order within 7 days without giving any reason for doing so.

The deadline for canceling an Order is 7 days from the date on which You received the Goods or on which a third party you have appointed, who is not the carrier, takes possession of the product delivered.

In order to exercise Your right of cancellation, You must inform Us of your decision by means of a clear statement. You can inform us of your decision by:

By visiting this page on our website: <u>http://wyrmworkspublishing.com/contact</u>

We will reimburse You no later than 10 business days from the day on which We receive the returned Goods.

- 1. You return the Goods to the address provided below.
- 2. We receive the returned Goods.
- 3. We issue a refund using the same means of payment as You used for the Order.

# **Conditions for Returns**

In order for the Goods to be eligible for a return, please make sure that:

- The Goods were received in the last 7 days
- The Goods are in the original packaging
- The Goods are not damaged

The following Goods cannot be returned:

- The supply of Goods made to Your specifications or clearly personalized.
- Gift Cards.
- Digital or Downloadable Goods.
- Goods marked Clearance.
- The supply of Goods which were damaged after reception.
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.

We reserve the right to refuse returns of any merchandise that does not meet the above return conditions in our sole discretion.

## **Returning Goods**

You are responsible for the cost and risk of returning the Goods to Us. You should send the Goods at the following address:

Wyrmworks Publishing 317 Mount Columbia Dr Leadville CO 80461

We cannot be held responsible for Goods damaged or lost in return shipment. Therefore, We recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt (physical or electronic) of the Goods or proof of received return delivery unless otherwise arranged.

### **Product Review Request**

Please note that we may send out one product review request email 30 days after purchase.

# Dropshipping

For some products, we utilize dropshipping. If those products arrive damaged or unsatisfactory, we will provide contact information so the customer can communicate directly with the manufacturer.

## **Unavailable Products**

If a product becomes unavailable after an Order is placed, we will refund the full amount of the Order.

#### **Product Images**

We sometimes use mock-ups or prototypes for product images. The final product may not exactly match the product image. Please note that variations in size and color may occur.

# **Prohibited Activities**

Prohibited on our website: spamming, hacking, or abusive language, anything illegal in Minnesota.

#### **Termination of Services**

Access to part or all of our services may be terminated for violation of terms or illegal activities.

# **Disclaimer of Liability**

The information provided on the Wyrmworks Publishing website, including but not limited to product descriptions, blog posts, and any other content, is for general informational purposes only. While we strive to ensure the accuracy and reliability of the information presented, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability concerning the website or the information, products, services, or related graphics contained on the website for any purpose.

Any reliance you place on such information is strictly at your own risk. Wyrmworks Publishing shall not be liable for any loss or damage, including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

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Every effort is made to keep the website up and running smoothly. However, Wyrmworks Publishing takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

In no event will Wyrmworks Publishing be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

# **Official Communication**

Official communication with customers via email, newsletters (<u>http://wyrmworkspublishing.com/hoard</u>), and Kickstarter updates.

#### **User-Generated Content**

We reserve the right to use and moderate user-generated content such as reviews, user-submitted product photos, comments, and testimonials. Users will not post content they don't have permission to post.

# Accessibility Commitment

We are committed to accessibility standards and accommodations for individuals with disabilities. This is an ongoing and evolving process, and we appreciate feedback to constantly improve.

#### **Governing Law/Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Terms are updated as of September 21, 2023. We may update these terms, so please check back periodically.

## **Contact Us**

If you have any questions about our Returns and Refunds Policy, please contact us by visiting this page on our website: <a href="http://wyrmworkspublishing.com/contact">http://wyrmworkspublishing.com/contact</a>