

Headless Ghost

Terms and Conditions [KICKSTARTER]

YOUR PLEDGE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, THEREFORE PLEASE READ THEM CAREFULLY.

1. The terms and conditions (the “**Terms and Conditions**”) detailed herein (the “**Agreement**”) apply to you, the donor (“**you**,” or the “**Backer**”), and your donation (the “**Pledge**”) made during the Headless Ghost Kickstarter fundraiser campaign (the “**Campaign**”) for the Headless Ghost HDMI display emulator module (the “**Product**”).

2. This Agreement shall apply unless the Backer and Go2Dev (D Joshi) (the “**Designer**”) have entered into a separate signed agreement applicable to the Pledge.

For the sales of the Product during the Campaign, the Backer will receive the following quantities of the product at the stated Pledge levels. Products that Backers receive as a reward for their pledge towards the campaign include shipping costs worldwide.

- £10 - 1 unit
- £15 - 1 unit with custom display identifier (up to 13 characters)
- £17 - 1 unit with limited edition case
- £19 - 2 units
- £48 - 5 units
- £97 - 10 units

After the campaign has ended, the product will be available through retail channels at the cost of £12/unit plus shipping. Distribution channels and pricing are subject to change without notice.

Limitation of Liability

3. The Designer is not responsible for any loss, damage, loss of profits, claim, or injury, whether direct or indirect, of any kind, which has a connection with the use of, or interruptions in the use of, the product.

4. Clause [3] applies regardless of whether the grounds for such claim are contractual, non-contractual liability, strict liability, or any other form of legal responsibility. Furthermore, this limitation applies regardless of whether the cause of damages lies within the control of the Designer or not, or whether the Designer by any act or omission is deemed negligent or to have acted or omitted to act with full insight of the risk for loss or damage.

5. Nothing in this Agreement removes or limits the Designer’s liability for death or personal injury.

Warranty

6. The warranty covers any defects in materials and workmanship of the Designer and/or the product, and is limited to the replacement of the Product. In the Designer’s sole discretion, it may (a) replace the Product with a new item of the same model, or (b) replace the Product with a new product of the similar specification, in circumstances where the Product is no longer available.

7. The warranty does not cover any of the following: damage caused by the user; spillages or moisture; neglect, abuse or misuse, including but not limited to the failure to use the Product for its normal purpose in accordance with the manufacturer’s instructions for usage, failure to properly maintain the Product in accordance with the manufacturer’s instructions, and/or the failure to use the Product in

accordance with the manufacturer’s specifications; normal wear and tear; use of the product with incompatible or faulty equipment; unauthorised modifications; repairs conducted by unauthorised persons or service centres; accidents; or acts of God or any cause beyond the control of the Designer. Cosmetic defects, such as surface finish, and general wear and tear are not covered under warranty.

Third Party Rights

8. This Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

Law and Jurisdiction

9. The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.