

# Virtual Download Terms

## LEGISLATION

E. Studios Pty Ltd (“E. Studios”) is protected by the **Copyright Act 1968** and the **Designs Act 2003 (Commonwealth of Australia)** which defines principles to protect the rights for all artworks produced.

You can find out more about the Act and its principles [here](#) and [here](#).

## DEFINITIONS

**Purchasing Client(s)** - A purchasing client, in retrospect of these terms, is the client specified on the Virtual Download order which reflects their full name, email, and specific contact details.

**Virtual Download(s)** - A specific file(s) that the Purchasing Client may download after payment has been made to E. Studios.

## OWNERSHIP

E. Studios will retain copyright ownership of all Virtual Downloads unless the purchasing client specifically negotiates ownership rights (and both parties agree) in writing to: [hello@e-studios.com.au](mailto:hello@e-studios.com.au)

## CREATIVE COMMONS

If any material in this website contains a Creative Commons license, then the specified Creative Commons license must be adhered to.

## PURCHASING CONDITIONS

It is the purchasing client’s responsibility to notify our team if any details are incorrect on their order or invoice.

A link to the Virtual Download will be provided once full payment has cleared to the E. Studios account and will enforce a maximum download limit of 5.

The download link will expire after **14 days** from the date that payment has been cleared. This is for security purposes and it is the client’s responsibility to download the file within those set days.

E. Studios will not be held responsible if:

- The client fails to download a copy of the Virtual Download file within the 14 days unless the link is deemed broken or unusable.
- The client loses their copy of the Virtual Download file at their own accord without any fault by the E. Studios team.

Should the Purchasing Client fail to download a copy, exceed the download limit, or lose their copy of the file, the Purchasing Client acknowledges:

- This was a fault by the Purchasing Client and the order is non-refundable.
- The Purchasing Client will need to place a new order for the Virtual Download if the file is still required.

**LICENSING TERMS**

Purchasing Clients for Virtual Downloads, are given a license to use the file for commercial use at a duration of 12 months. This duration is in place as files may need to be updated for software compatibility.

This license is restricted to creating digital or printable designs or artworks that may assist a Purchasing Client commercially with their business advertising or sales and prohibits the re-selling of the Virtual Download for profit.

This license is non-transferable and is limited to the Virtual Download specified, constitutes the entire agreement between E. Studios and the Purchasing Client relating to the Virtual Download, and shall be binding to both parties involved and their respective successors, assigns, and legal representatives.

**ENFORCEMENT OF COPYRIGHT**

E. Studios take copyright protection very seriously.

If E. Studios discover that you have used its copyright materials in contravention of the license above, legal proceedings may be actioned against you to seek monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any breach of use of copyright materials held by E. Studios that contravene or may contravene the license above, please report this by email to [our team](mailto:ourteam@e-studios.com.au).

**PERMISSIONS**

You may request permission to use other copyright materials on this website, by writing to [hello@e-studios.com.au](mailto:hello@e-studios.com.au)