

Terms and Conditions for Digital Artwork Purchase

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Welcome! These Terms and Conditions ("Terms") govern your purchase and use of digital artwork ("Artwork") from [Ericco Tool and Manufacturing/Rav Works] ("Seller," "we," "us," or "our"). By purchasing and downloading the Artwork, you ("Buyer," "you," or "your") agree to be bound by these Terms. If you do not agree to these Terms, do not purchase or download the Artwork.

1. Description of Artwork & Product Delivery

- You are purchasing a single digital file in SVG (Scalable Vector Graphics) format ("Artwork").
- The Artwork is provided "AS IS" without warranties of any kind, express or implied, regarding its suitability for any particular purpose.
- This is a **DIGITAL PRODUCT ONLY**. No physical item will be shipped.
- Upon successful payment, you will be able to download the Artwork file **ONCE**. It is your responsibility to ensure you save the file securely after download.

2. License Grant and Usage Rights Upon purchase, Seller grants Buyer a non-exclusive, non-transferable, limited commercial license to use the Artwork as follows:

- **Permitted Uses:**
 - You MAY use the Artwork to create physical end-products for sale (e.g., t-shirts, mugs, prints).
 - You MAY sell up to a maximum of fifty (50) physical items incorporating the Artwork per single purchase of this digital file. If you wish to sell more than 50 items, you must repurchase the Artwork license.
 - You MAY use the Artwork for personal, non-commercial projects.
- **Restrictions on Use - You MAY NOT:**
 - Resell, share, sublicense, distribute, or otherwise transfer the digital SVG file or any part thereof, whether for free or for profit.
 - Claim the Artwork, in its original or modified digital form, as your own.
 - Use the Artwork to create new digital art files or digital templates for sale or distribution.

- Use the Artwork in any way that competes with the original Artwork.
- Remove, alter, or obscure any watermarks present on preview images of the Artwork displayed on our website or sales platform. (This clause pertains to promotional images; the purchased SVG file itself may or may not be watermarked, as described in the product listing).
- Use the Artwork for any unlawful purpose, or in any manner that is defamatory, obscene, or offensive (beyond the explicit nature of any vulgar language contained within the design itself, as outlined in Section 4).

3. Intellectual Property Rights

- The Seller retains all rights, title, interest, and copyright in and to the Artwork. The purchase of the Artwork grants you a license to use it as specified in these Terms but does not transfer any ownership or intellectual property rights.
- You may not represent that you are the creator or copyright holder of the Artwork.

4. Content Disclaimer - Vulgar Language & User Responsibility

- You acknowledge that the Artwork may contain vulgar language, adult themes, or otherwise controversial content.
- You are solely responsible for determining the appropriateness of using such designs for your intended purpose and on any items you create.
- The Seller is not responsible or liable for any claims, damages, offense, or other "fallout" (including but not limited to legal issues, platform violations, or public complaints) resulting from your use of the Artwork, particularly in contexts where its content may be deemed inappropriate, offensive, or illegal.

5. Payment & Refund Policy

- All sales of digital Artwork are **FINAL**.
- Due to the instant nature of digital downloads, **NO REFUNDS, RETURNS, OR EXCHANGES** will be provided for any reason once the Artwork has been purchased and the download link made available.

6. Breach of Terms and License Revocation

- If you breach any of these Terms, your license to use the Artwork is immediately and automatically revoked without notice.

- Upon revocation, you must immediately cease all use of the Artwork and delete all copies of the digital file from your devices and storage.
- Seller reserves the right to pursue legal action for any unauthorized use of the Artwork or breach of these Terms.

7. Limitation of Liability

- To the maximum extent permitted by law, the Seller shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages (including, without limitation, damages for loss of profits, data, use, goodwill, or other intangible losses) resulting from:
 - Your access to or use of or inability to access or use the Artwork;
 - Any conduct or content of any third party on or related to the Artwork;
 - Any content obtained from the Artwork.
- In no event shall the Seller's aggregate liability for all claims relating to the Artwork exceed the amount paid by you for the Artwork.

8. Governing Law

- These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of the State of Minnesota, United States, without regard to its conflict of law provisions.

9. Modifications to Terms

- Seller reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms on our website or sales platform. Your continued use of any Artwork purchased after such changes will constitute your acceptance of the new Terms.

10. Contact Information If you have any questions about these Terms, please contact us at: [Your Email Address or Contact Method]