



### Digital Item Policy for ATL Services in Australia

1. **Introduction** This Digital Item Policy sets forth the terms and conditions under which Rakesh Joshi trading as Australia Travel And Learn (hereinafter referred to as "ATL") provides digital items to its clients. This policy applies to all digital items sold by ATL, including but not limited to software, e-books, digital courses, and other digital products.
2. **Delivery of Digital Items** ATL will deliver the digital items to the client via electronic means, such as email, download link, or online access. The client will be responsible for ensuring that their computer or device meets the minimum technical requirements for accessing and using the digital items.
3. **Refunds** Refunds for digital items will only be provided in the event of a defective product or if the item is not as described. In such cases, the client must notify ATL within 14 days of purchase and provide a detailed explanation of the issue. Upon receipt of the notification, ATL will investigate the matter and, at its sole discretion, provide a refund or a replacement digital item.
4. **Limitation of Liability** ATL shall not be liable to the client for any indirect, incidental, special, or consequential damages arising out of or in connection with the client's use of the digital items, except to the extent required by the Australian Consumer Law.
5. **Intellectual Property Rights** All intellectual property rights in and to the digital items, including but not limited to copyrights, trademarks, and patents, are owned by ATL or its licensors. The client shall not have the right to reproduce, modify, distribute, sell, or otherwise use the digital items except as explicitly permitted in writing by ATL.
6. **Termination** ATL may, at its sole discretion, terminate the client's access to the digital items if the client breaches any of the terms and conditions of this Digital Item Policy. Upon termination, the client must immediately destroy any copies of the digital items in their possession.
7. **Governing Law** This Digital Item Policy shall be governed by and construed in accordance with the laws of the State of [insert state], Australia.
8. **Entire Agreement** This Digital Item Policy constitutes part of the agreement between the client and ATL, and supersedes all prior negotiations, representations, understandings, and agreements, whether written or oral, between the parties relating to the subject matter of this Digital Item Policy.
9. **Amendment** This Digital Item Policy may be amended by ATL at any time, provided that any such amendment shall be effective upon posting of the amended Digital Item Policy on the ATL website.
10. **Survival** This Digital Item Policy shall survive the termination of any agreement between the client and ATL.
11. **No Third-Party Beneficiaries** This Digital Item Policy is for the benefit of the client and ATL, and no other person shall be entitled to benefit from or enforce any provisions of this Digital Item Policy.

These terms and conditions shall be binding upon and inure to the benefit of the client and ATL and their respective successors and assigns.