

Whizardries, Inc.

Whizardries, Inc. / StitcheryMall.com

Things You Should Know About Our Copyright Enforcement Policy

You should know that our contract with the digitizers who sell designs through the Stitchery Mall names Whizardries, Inc. (the owner of the mall) as an agent for copyright enforcement and the contract's language does not limit our ability to act to only designs which have been downloaded or purchased from the mall. If your auction was removed by eBay for copyright reasons and Whizardries, Inc., was listed as the VeRO member who complained, it was because someone reported that you were selling designs which you may not legally sell in the manner in which you are selling them, we have agreed with that assessment, and reported you to eBay in accordance with the Digital Millenium Copyright Act.

If you purchased your designs from some place other than the Mall, your copies may or may not be legal. Many of our digitizers sell their designs at other malls, through their own websites, or even here on eBay (and yes, we do have at least one of our digitizers who sells her designs here) or may have done so in the past. We can, however, tell you that you do not have a license which allows you to share and sell those design files, and so any "collections" CDs containing digitized designs which are also located on the Mall's website are never legal unless they are being sold here by the individual digitizer who created the designs. Our digitizers have been very clear in telling us that they have never sold their rights in any design which would allow those designs to then be burned onto someone else's CD and sold at auction here on eBay.

To report suspected piracy, please email us at infringement@whizardries.com.

Why Does the Stitchery Mall Require Registration?

We require registration and the check out process for all of the designs downloaded from the Sitchery Mall, even sample designs.

By registering, you will be able to have the designs you download stored in our database. If your computer crashes, or if you have a problem with a file that got corrupted during the download, you can always come back and download those designs again — without needing to search for them again. Something to be aware of though, is that because of the volume of sample downloads that we have, we will only store a record of your downloaded samples for a period of not more than thirty (30) days.

We also require registration because protecting the copyrights of our digitizers is very important to us. Illegal design sharing and selling has dictated that we have a way to verify that someone who downloads designs from our mall has agreed not to violate the rights of the digitizers who work so hard to produce the wonderful designs we are able to display.

Because of this, we have instituted a system that ensures two things:

1. Every user who downloads designs from this site has agreed not to violate the copyrights of our digitizers.

2. We have contact information on file to assist our digitizers in the protection of their copyrights.

You should also know that our contract with the digitizers who sell designs through the Stitchery Mall names Whizardries, Inc. (the owner of the mall) as an agent for copyright enforcement. If your auction was removed by eBay for copyright reasons and Whizardries, Inc., was listed as the VeRO member who complained, it was because someone reported that you were selling designs which you may not legally sell in the manner in which you are selling them.

As you check out and before you give us payment information you must first log in to the system and then you will be forced to a page that includes our standard, site-wide copyright agreement (see below). This agreement says that you understand that you cannot sell, give away, or share any of the designs that you have downloaded from the Stitchery Mall, even though you may usually sell, give away, or share items upon which you have stitched the designs. You cannot proceed further into the check out process without first agreeing to the copyright statement.

Our sincere hope is that you, our customers, will understand the need for this system. It protects our digitizers' rights, and helps to keep prices low by discouraging illegal sharing and selling of their designs.

Our Copyright Agreement

Designs purchased and/or downloaded from the Stitchery Mall may be stitched on items for personal use, gifts or items for resale by the original purchaser only. The digitized embroidery designs and graphics are protected under Federal Copyright Law & International Treaties. The designs and graphics, or any part of them, may not be sold, duplicated or shared and may NOT be put up for display, for sale or be included on any type of media for free or for resale or distribution including on any other web site or published or promoted in any way without the prior, written permission of the digitizer.

Any files you download from the Stitchery Mall are for your use only. Sharing of designs is not only illegal, but it is also unethical. Our prices are fair, and you paid for the right to use these designs as follows:

1. You may use them for yourself.
2. You may put them on items for gifts or on finished items for sale, **UNLESS OTHERWISE NOTED BY THE DIGITIZER**. But the designs themselves may not be borrowed, given or sold to anyone.
3. They cannot be sent via e-mail or with any other method to another embroiderer to be split or changed in any way.