



Advertiser Name: **Envato Pty Ltd**
Campaign Name: **Envato Market (4415)**
Insertion Order Name: **Public IO (29773)**
Last Modified: **N/A**

Sign Up: \$0.00 USD

PAYOUT DETAILS

Default Payout \$0.00 per order

Limits

Condition	Period
1 actions per click	N/A

SCHEDULE

Action Locking Actions are locked 15 day(s) after end of the month they are tracked

Invoicing Actions are invoiced on the 17 of the month after they lock

Payout Scheduling Approved transactions are paid when they lock

QUALIFIED REFERRALS

Credit Policy First Click

Referral Window Allow referrals from clicks within 90 day(s)

Credit Added: 30% USD

PAYOUT DETAILS

Default Payout 30% of order sale amount

Limits

Condition	Period
1 actions per click	N/A

SCHEDULE

Action Locking	Actions are locked 15 day(s) after end of the month they are tracked
Invoicing	Actions are invoiced on the 17 of the month after they lock
Payout Scheduling	Approved transactions are paid when they lock

QUALIFIED REFERRALS

Credit Policy	Winner of Sign Up then cascades to First Click
Referral Window	Allow winning referrals from parent actions within 90 day(s) Allow referrals from clicks within 90 day(s)

Purchase: \$0.00 USD

PAYOUT DETAILS

Default Payout	\$0.00 per order
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Limits

Condition	Period
1 actions per click	N/A

SCHEDULE

Action Locking	Actions are locked 15 day(s) after end of the month they are tracked
Invoicing	Actions are invoiced on the 17 of the month after they lock
Payout Scheduling	Approved transactions are paid when they lock

QUALIFIED REFERRALS

Credit Policy	Winner of Credit Added then cascades to First Click
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Referral Window	Allow winning referrals from parent actions within 90 day(s) Allow referrals from clicks within 90 day(s)
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General Terms

Currency	Financial transactions covered by this insertion order will be processed in the USD currency. Currency exchanges will occur when you or your partner(s) have set a different default currency in account settings.
Change Notification Period	The insertion order can be changed or cancelled with 0 day(s) notification to the media partner.
Reversal Policy	Reversal of performance advertising actions are decided by the Advertiser governed by a max reversal percentage of 100%
Media Partner Tracking Pixel	Advertiser does NOT allow media partner to fire their tracking pixel when the consumer action is completed.
Envato Affiliate Program General Terms - March 2020	See attached



Envato Affiliate Program General Terms

A no-nonsense guide to the Envato Partnerships Programs





A Brief Snapshot

This snapshot of the Affiliate Program General Terms is **provided for your convenience only**. It's not a substitute for the full Affiliate Program General Terms (below) - **so please ensure you carefully read and understand the full terms**. To the extent that there's any inconsistency between this snapshot and the Affiliate Program General Terms, the Affiliate Program General Terms prevail.

What's in it for you

(and some things you agree to)

- Any earnings you make are processed via a third-party platform provided by Impact Radius. Earnings can be withdrawn to either a PayPal account or a bank account (depending on your bank's location).
- Within the Impact Radius platform, you'll get access to a detailed dashboard to help you monitor your earnings and improve performance.
- We have a 'first click' attribution policy. This means that if a customer comes to an Envato website via multiple referral links within the 'cookie period' (see more about this below), the first referral link will be credited as the referrer.
- We have generous cookie periods, being:
 - 60 days for Envato Elements and Envato Placeit; and
 - 90 days for Envato Market.
- We can approve Affiliate Program applications using any criteria we think is reasonable (including requesting verification information from you).
- We may, in certain circumstances, reverse commissions or earnings in accordance with our Affiliate Program General Terms.

You agree that you won't

- Bid on, purchase, acquire or register search engine keywords, domains or other identifying search terms owned or controlled by Envato (or its other community members). You also won't engage in any direct or pay-per-click activity to Envato's sites.
- Use Envato's (or its other community members') brands or intellectual property in a confusing or misleading way.
- Do any self purchasing.
- Do any form of domain forwarding.
- Do any form of cookie stuffing.
- Breach any applicable laws in being an Envato Affiliate (including laws related to email marketing or SPAM, and privacy).
- Advertise any coupons, deals or discounts on behalf of Envato, unless we've approved it.
- Make any representations on behalf of Envato.



Welcome to Envato's Affiliate Program Terms

1. Welcome to the Envato Affiliate Program (**Affiliate Program**)! We're really glad you're keen on referring Envato's websites to other people. These terms explain the rules that apply to the Affiliate Program (we'll call these the **Affiliate Program General Terms**). The Envato [Privacy Policy](#) is also incorporated into these terms.

2. Keep in mind that these terms form part of the Master Campaign Agreement between you and us, which you sign up to in the Affiliate Program online platform that's provided by Impact Radius (the **Impact Radius Platform**, which gives you access to your **Impact Radius account**). The Impact Radius Platform also contains some specific terms such as payment settings which also form part of our agree-

ment with you (we'll call these the **Platform Terms**). The Impact Radius Platform also includes a Media Partner Services Agreement between you and the Impact Radius, which governs the platform services and your use and access to those services.

3. When we say '**you**' in these Affiliate Program General Terms we are referring to you, the Envato Affiliate. When we refer to the '**website**' we're talking about the Envato websites. When we say '**we**', '**us**' or '**Envato**' it's because that's who we are and we own and run the websites.

4. Read on for details about your responsibilities, how it all works and the process of earning referral income.





Becoming an Affiliate

5. To become an Envato Affiliate you must first apply to join the program via Impact Radius Platform [here](#) and by doing so, accept the Platform Terms, Master Campaign Agreement these Affiliate Program General Terms, and the Envato Privacy Policy (and, to avoid doubt, the Media Partner Services Agreement).

6. We will assess your application and may accept or reject your application at our sole discretion, for any reason based on reasonable grounds. We can ask for additional information in support of your application. Assessment criteria will be determined by us from time to time, and may include (but isn't at all limited to):

- A.** *the information provided by you in your application being verifiable and true;*

- B.** *you being able to demonstrate some ownership or rights to your affiliate website;*
- C.** *the quality of your affiliate website; and*
- D.** *our assessment of whether your website complies with these Affiliate Program General Terms (or any other terms that apply to the Affiliate Program from time to time).*

Our decision about whether you can become an Envato Affiliate is final.

- 7.** Before you can be paid, you will need to ensure you submit any necessary tax documents and payout information.

This is managed through the Impact Radius Platform - and so you will be notified in the Impact Radius Platform about what is required.



Take a moment to understand how the referral process works – it's summarised below!



How it works

These sections explain how earning an income through our Affiliate Program works and important information about payments to your account. Take a close look!

8. Affiliate Program Offer: As an Envato Affiliate, you have the option of participating in offer terms (**Offer Terms**), which are made available to you in the Impact Radius Platform. The Offer Terms will have additional details (like what constitutes a successful referral and the percentage commission you can earn). These Offer Terms details are explained in the Impact Radius Platform and are incorporated into these Affiliate Program General Terms by reference.

Offers can vary from time to time so make sure you consider each of the Offer Terms from within the Impact Radius Platform.

9. Referral links and code: Each of the Offer Terms that you choose to participate in has a unique referral link that can be generated via your Impact Radius account, once you have been approved to join the Affiliate Program. Simply paste the link provided or an approved Affiliate Program ad on your website, and if the terms of the Offer Terms are met, you may earn Affiliate Program referral earnings.

10. Referral earnings: The earnings you will receive for successfully meeting the Offer Terms are detailed on each Offer Terms page. Prices and fees are exclusive of transactional taxes where relevant (like VAT and GST). You are responsible for paying all other fees and taxes associated with your refer-

ral earnings. Referral earning details (and the way in which they are calculated) will be described in applicable Offer Terms or the Impact Radius Platform. Envato does not in any way guarantee referral earnings (or any other earnings) through participation in the Affiliate Program and, to avoid doubt, your participation in the Affiliate Program may be terminated by us at any time (in accordance with clause 25).

11. More details: Here are a few more important points about how it works:

A. *We use cookies and other similar technologies to track people who have clicked on your link. It is your responsibility to ensure that you have provided all disclosures and obtained all necessary rights, consents and permissions to drop relevant cookies to allow required tracking, using or sharing of any relevant person's data, and you represent and warrant to us that you've done this.*



B. *If a person doesn't allow cookies or clears their cookies, then we may not be able to track them and in these circumstances, we are not liable to pay referral earnings on that person's activity.*

C. *If a person clicks on your referral link and then later they click on someone else's, it is the first link they clicked on that counts (that is, we have a first-click attribution policy). Multiple Envato Affiliates will not be paid in respect of the same sale or transaction. You agree that if there is a dispute about payment, the sole determination of Envato will be final and binding.*

D. *The applicable cookie period will be described in your Offer Terms. But generally speaking:*

I. *for Envato Market, if a person clicks your link, they have 90 days before the cookie expires; and*

II. *for Envato Elements and Envato Placeit, if a person clicks your link, they have 60 days before the cookie expires.*

The terms of any Offer Terms must be met within that cookie period. After the expiry of the period no referral earnings apply.

E. *Commission is not paid for self-referrals (that is, where the affiliate and buyer are the same person). Referrals from fraudulent activity (including self-referral) may show up in your account but will be deducted from your final monthly referral earnings.*

F. *Referral earnings and other performance data will appear in your Impact Radius account which you can log-in [here](#).*

G. *Above all, use of the Affiliate Program is subject to our [Acceptable Use Policy](#) and Envato has the right to review each and every referral, and the right to remove any Affiliate from the program at our discretion.*





How do payments of referral income work

12. Your Affiliate Program referral earnings are separate to any other payments you may be eligible to receive from Envato as a buyer or author.

13. Payments will be made in accordance with the Platform Terms.

14. All payments you are entitled to will be listed in your Impact Radius account and paid to you via the payment options provided by Impact Radius.

15. You may bear some or all expenses incurred by us in paying monies to you via our third party provider.

16. **Payment errors:** If there are errors with your nominated payment details, including if:

A. *we or Impact Radius do not have the correct payment details;*

B. *we or Impact Radius can't contact you using the contact details that you have supplied; or*

C. *you are asking for payment to be made to a person, institution or country that we're prohibited from making payments to at law or where there are limitations in the banking systems,*

Impact Radius will be unable to make payment of your referral earnings. In these cases, you won't be paid until the applicable payments issue is fixed. If

you have any questions on payment mechanics, you can contact Impact Radius directly at support@impact.com

17. Currency conversions: Payments will be made in your nominated currency via the Impact Radius Platform. We have no responsibility for currency conversion.

18. Refunds and reversals: If a transaction on Envato websites relating to your Affiliate Program referral earnings is subject to a refund or reversal by a payment provider or by us, then the transaction is considered unsuccessful and you must return the funds to us via the Impact Radius Platform.

19. Fraud: If we have reason to believe your Affiliate Program account is being used to conduct fraudulent transactions or is in any way associated with fraudulent activity we may reject payment,



terminate your account, and/or require you to return the funds to us via the Impact Radius Platform.

20. Tax. You are responsible for paying all fees and taxes, including all indirect taxes such as VAT, GST or sales tax, associated with your use of the Affiliate Program wherever levied. We may collect geographical location information to determine your location, which may be used for tax purposes (so location information you give us must be accurate for tax residency purposes).

Despite this, if required by law, we may deduct or withhold taxes (including withholding tax) in connection with your being an affiliate.

If so, we will give you relevant documentation that's required by law about the deduction or withholding (like documentation allowing you to access rebates, or to manage your tax affairs).





21. You **must not** do any of these things:

A. *Do anything that might be confusing, misleading or deceptive to users. This includes (but isn't limited to) doing anything that may confuse users (or potentially confuse them) about whether your website is operated or endorsed by us (for example, by copying design elements from our website).*

B. *Use Envato's brands, trademarks and any other intellectual property (being Envato Intellectual Property), other than through approved Affiliate Program ads we make available via your Impact Radius account*

C. *Use a domain name, search engine keyword or pay-per-click advertising that use any Envato trademarks or variations and misspellings.*

D. *Bid on, purchase, acquire or register search engine keywords, domain names, or other identifying search terms or titles that are the*

same or similar to intellectual property (including misspellings) owned or controlled by us (being Envato Intellectual Property), or by any third party (including members of the Envato community), to promote your participation in the Affiliate Program - except with express consent from the relevant person. Affiliates are not allowed to outrank or outbid the Envato on any relevant Envato ad keywords.

E. *In an effort to increase traffic to Envato businesses, send unsolicited email or other messaging that in any way may constitute spam.*

F. *Do anything that would amount to a breach of any laws including, but not limited to, privacy, intellectual property and spam laws.*

G. *Do, participate in, or give effect to any form of cookie stuffing.*

H. *Any form of domain forwarding (ie, use a domain and set it to automatically forward to an Envato site using your affiliate link).*

I. *Make any representations on behalf of Envato.*

J. *Do anything that is directly or indirectly in contravention of these Affiliate Program General Terms or any direction given to you by us.*

K. *Engage in any conduct that does not meet our standards of 'fair play' at our discretion including things like attempted, apparent or actual fraud, generating non-genuine transactions, creating non-genuine users, confusing users, or providing a link that might mislead users.*

L. *Provide us with any information that is not true, accurate or complete.*

M. *Disclose your password or username to anyone. If you realise there's any unauthorized use of your password or any breach of security you need to let us know immediately.*

N. *Affiliates are not permitted to direct link PPC activity to the Envato's sites from search engines (Google, Yahoo, Bing or any others), this includes using Envato's sites as a display URL.*



Legal housekeeping

22. Your compliance: We reserve the right to decide in our sole discretion whether or not your use of the Affiliate Program complies with any applicable laws or the Master Campaign Agreement (which includes these Affiliate Program General Terms), the Envato Privacy Policy or the Platform Terms. If we decide that you have not complied, we can, based on our reasonable discretion withhold your referral earnings and may disable your affiliate account.

23. Termination: These Affiliate Program General Terms start from the date of our approval of your application and will continue until terminated. On termination, you must promptly stop using, and must delete, relevant links and Envato Intellectual Property.

24. Termination by you: You may terminate your participation in one or more Offer Terms or the Affiliate Program at any time by removing the relevant affiliate links.

25. Termination by us: We may terminate or suspend your participation in one or more Offer Terms or these Affiliate Program General Terms:

A. *at any time and for any reason, based on reasonable grounds and with or without prior notice to you;*

B. *if we reasonably believe there is a risk associated with you, your account, or that payment, including if it breaches a law or regulation. Examples of where we might do this include transactions where the payment is from or to a person or country sanctioned by an authority (like the Unit-*

ed Nations, the United States government or the Australian government); or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our members; or

C. *if we can't make payments to or from your nominated country.*

We may take any of the actions stated in this section without notice. If required by law we may forfeit referral earnings.

26. Sanctions compliance: You promise that you are not located in a sanctioned country and are not on a sanctioned persons list. The Affiliate Program is not available to anyone located in any U.S. sanctioned countries (or otherwise identified [here](#)) or to anyone on the U.S Treasury Department's list of Specially Designated Nationals List (SDN list).



As our websites are global, there are different laws that may apply and these may restrict our relationship with you. See this [Help Center article](#) for some details.

27. Modifications: We may change, suspend or discontinue any aspect of the Offer Terms or the Affiliate Program. We may also remove or modify any approved tags, text, or graphics for the Affiliate Program. You agree to promptly implement any request from us to remove or modify any link, graphic or banner ad that is being used by you as part of the Affiliate Program.

28. Your use of other services: You must comply with the requirements of any third party services you use in connection with the Affiliate Program, like email providers, social networking services and ad networks as long as doing so does not cause you to violate the terms of our affiliate program or the Impact Radius Platform.

29. Privacy: We respect your privacy. When you become an Envato Affiliate you will be asked to provide some information about yourself. This information may be used by us and contractors in connection with managing the Affiliate Program, including marketing activities.

Our [Privacy Policy](#) explains how we deal with your information and it forms part of these terms.

30. Confidentiality: We value your information and take reasonable precautions to protect it. While we take reasonable steps to preserve the security of your information, please be aware that we can't promise that your use of our Affiliate Program will be confidential, and we can't promise that any information you provide to us is perfectly secure. While using our Affiliate Program, you may also become aware of confidential information about us, the Affiliate Program or a user. You promise to not disclose any confidential information made available to you

through the affiliate program to any other person.

31. Intellectual Property: We own all the Envato content we have put on our websites including the design, compilation, and look and feel of the Envato websites platforms, and copyright, trademarks, logos, designs and other intellectual property (both registered and unregistered, present and future), unless otherwise stated and excluding content owned by others (we'll call this the **Envato Intellectual Property**). You will not copy, distribute, modify or make derivative works of any of our Envato websites content or use any of our Envato Intellectual Property in any way not expressly stated in these Affiliate Program General Terms.

32. Envato Companies: If an indemnity, limitation or disclaimer of liability, promise or release (a **'benefit'**) is given in our favour in these terms or the Platform Terms we hold that benefit on trust for the other Envato Companies. We may enforce



that benefit as trustee for and on behalf of the other Envato Companies as beneficiaries under that trust.

33. We may use the services of another Envato Company to conduct payment or other activities with you, like paying referral earnings.





Indemnity

These sections mean that you protect us from costs and claims that happen because of your actions on the website, and that our liability to you is limited.

34. Your indemnity to us: You are liable and solely responsible for:

- A.** *your use of the website and the Affiliate Program;*
- B.** *the services, message, content, information, software or other materials you send and use under the Affiliate Program;*
- C.** *your breach of any intellectual property rights belonging to others;*
- D.** *your breach of these Affiliate Program General Terms;*

E. *your breach of any industry code, regulation or law that applies.*

35. We have no responsibility to you or to any other person for all liabilities, costs, expenses (including legal fees) and loss arising from third party claims due to any of the matters set out in the previous clause 34 (claims) and you agree to indemnify us, our directors, officers, employees and agents from all claims.

36. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of the matter.

37. Disclaimer and Limitation of Liability:
In some places there may be consumer or fair trading laws that apply and that may give you rights that we cannot exclude, restrict or modify

(‘non-excludable law’). We do not exclude or modify any non-excludable law. Except as provided in a non-excludable law, we are bound only by the express promises made in these Affiliate Program General Terms and we are not bound by implied terms. Except as provided in a non-excludable law, our liability for a term that cannot be excluded is to re-supply the relevant service. Except as provided in a non-excludable law, our cumulative liability to you, from all causes of action and all theories of liability, will be limited to the total amount of your Referral earnings paid to you under these Affiliate Program General Terms.

38. Changes to Affiliate Program Terms: We may change these terms at any time and, if we make changes, we will take reasonable steps to let our members know about the changes. You can also keep track of whether changes have been made to our terms by referring to the ver-



sion and effective date at the footer of the terms. You can close your Affiliate account and terminate your agreement with us at any time if you do not agree to the changes. However, if you continue to participate in the Affiliate Program after the changes are made, then you will be agreeing to the changes.

39. Applicable Laws: We control and operate the Affiliate Program from our offices in Australia. The laws of Victoria, Australia govern these Affiliate Program General Terms, and you submit to the jurisdiction of the courts there.

40. We're very glad you've made it to the end of these Affiliate Program General Terms. We wish you all the very best. You can always re-visit these Affiliate Program General Terms and

the Envato Privacy Policy and the Platform Terms in future and if you have any questions you can email us at affiliates@envato.com



*Go forth
and refer!*



Definitions

Affiliate Program: The affiliate program, run for the Envato websites.

Envato: Envato Pty Ltd or the Envato Companies as applicable. Envato is also known as the ‘Advertiser’ in the Impact Radius Platform.

Envato Affiliate: An affiliate that has been approved by us to take part in the Envato Affiliate Program. An Affiliate is also known as a ‘Media Partner’ in the Impact Radius Platform.

Envato Companies: Envato and any company that controls, is controlled by or is under common control with Envato.

Envato websites: When we refer to the ‘Envato websites’ or our websites we’re talking about the Envato digital marketplaces and other websites we run including Envato Elements which offers a subscription service, which include these websites:

- www.themeforest.net
- www.codecanyon.net
- www.videohive.net
- www.graphicriver.net
- www.audiojungle.net
- www.photodune.net
- www.3docean.net
- tutsplus.com
- studio.envato.com
- elements.envato.com
- placeit.net
- envato.com

Version: March 2020