



Impact Radius Affiliate Program General Terms



Welcome

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 (**'Envato 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 online Master Campaign Agreement between you and us which you sign up to in the Online Portal. The Online Portal also contains some specific terms such as payment settings which also form part of our agreement with you (**'Online Portal Terms'**). The Online Portal also includes a Media Partner Services Agreement between you and the Online Portal service provider 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. If you've still got any questions submit a [Help ticket](#) and we'd be happy to help.

Becoming an Affiliate

5. To become an Envato Affiliate you must first apply to join the program via the Online Portal at [here](#) and accept these Affiliate Program General Terms and the Envato Privacy Policy.
6. We will assess your application and may accept or reject your application at our sole discretion for any reason based on reasonable grounds. Our decision about whether you can become an Envato Affiliate is final.
7. Before your application can be approved you must submit a valid W8 or W9 Form to us. Please see Comms on this [here](#), but please note that if you're in the USA, our third party provider will submit the relevant form to the IRS.

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 an Insertion Order (**Offer**) made available to you in the Online Portal. Each Offer will have additional details (like what constitutes a successful referral and the percentage commission you can earn). These Offer details are explained in the Online Portal and are incorporated into these Affiliate Program General Terms.

Offers can vary from time to time so make sure you consider each Offer from within the Online Portal.

- 9. Referral links and code:** Every Offer that you choose to participate in has a unique referral link that can be generated via your Affiliate Program account. Simply paste the link provided or an approved Affiliate Program graphic on your website and if the terms of the Offer are met, you may earn Affiliate Program referral earnings. For existing Affiliates we will continue to track and pay for your current affiliate links until further notice.
- 10. Referral earnings:** The earnings you will receive for successfully meeting the terms of any Offer are detailed on each Offer 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 referral earnings.
- 11. More details:** Here are a few more important points about how it works:
 - We use cookies and other similar technologies to track people who have clicked on your link.
 - If a person doesn't allow cookies or clears their cookies then we may not be able to track them which would mean we would not be able to pay referral earnings on that person's activity.
 - 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.
 - If a person clicks your link, they have three months before the cookie expires and the terms of any Offer must be met within that three month period. After expiry of the period no referral earnings apply.
 - 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 appears in your Affiliate Program account which you can log-in [here](#).
- g. Above all, use of the Affiliate Program is subject to a fair use policy which gives Envato the right to review each and every referral and 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 Online Portal Terms. The Master Campaign Agreement can be found in the footer of your Online Portal dashboard once you've logged in.



Terms of Use Privacy Policy **Master Campaign Agreement** System Status

14. All payments you are entitled to will be listed in your Affiliate Program account and paid to you via a payment provider. You must provide the correct payment provider details to receive payment otherwise you can't be paid!
15. You may bear some or all expenses incurred by us in paying monies to you via our third party provider.
16. **Payment errors:** We will continue to hold your referral earnings if we or our third party provider isn't able to pay your referral earnings to you for whatever reason, including if: we do not have the correct payment details; we can't contact you using the contact details that you have supplied; or you are asking for payment to be made to a person, an institution or a country that we're prohibited from making payments to at law or where there are limitations in the banking systems.
17. **Currency conversions:** Payments will be made in your nominated currency via the Online Portal. 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 Online Portal.



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 Online Portal.
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 credits, or to manage your tax affairs).

Things you should avoid

21. You **may not** do any of these things:
 - a. 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 brands, trademarks and intellectual property, other than approved Affiliate Program graphics we make available via your Affiliate Program account.
 - c. Use a domain name, search engine keyword or pay-per-click advertising that use any Envato trademarks or variations and misspellings.
 - d. In an effort to increase traffic to Envato businesses, send unsolicited email or other messaging that in any way may constitute spam.
 - e. Do anything that would amount to a breach of any laws including, but not limited to, privacy, intellectual property and spam.
 - f. Do anything that might be confusing, misleading or deceptive to users (eg referring from a website that might be confusing to users about whether it is an Envato website).
 - g. Make any representations on behalf of Envato.



- h. Do anything that is directly or indirectly in contravention of these Affiliate Program General Terms or any direction given to you by us.
- i. 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.
- j. Provide us with any information that is not true, accurate or complete.
- k. 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.
- l. Affiliates are not permitted to direct link PPC activity to the Envato's sites from Google Search Results, this includes using Envato's sites as a display URL;
- m. Copying item descriptions (unless you raise a support ticket and get consent from us);

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 Online Portal 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 Offers 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 Offers 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 United 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.

- 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 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 an Offer 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 this online portal.
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 (unless otherwise stated and excluding content owned by others). You will not copy, distribute, modify or make derivative works of any of our Envato websites content or use any of our 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 Online Portal Affiliate 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. **Our indemnity to you:** We provide the website (not the services of service providers on the website). We are liable and solely responsible for:
 - a. our use of the website;
 - b. the services, messages, content, software or other information we send through the website;
 - c. our breach of any intellectual property rights belonging to others;
 - d. our breach of these Affiliate Program General Terms;
 - e. our breach of any industry code, regulation or law that applies.
35. You have no responsibility to us for, and we agree to indemnify you from, 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 27.
36. **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.
37. 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 29 (**claims**) and you agree to indemnify us, our directors, officers, employees and agents from all claims.
38. 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.
39. **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 or as stated in clause 28, 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.
40. **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 version 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.
41. **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.



Go forth and refer!

42. 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 Online Portal Terms in future and if you have any questions you can raise a support ticket [here](#).

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 online portal.

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 online portal.

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.com
- www.CodeCanyon.com
- www.VideoHive.com
- www.GraphicRiver.com
- www.AudioJungle.com
- www.PhotoDune.com
- www.3DOcean.com
- www.Tutsplus.com
- Studio.envato.com
- Sites.envato.com
- Elements.envato.com

Online Portal: means the Impact Radius online portal we use to manage our Affiliate Program.

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