

Author Terms | ThemeForest

 themeforest.net/legal/author

Welcome

1. Hi, we're [Envato](#). We've met before over at Envato Market Terms. It's good to meet you again and we're really glad you're keen on becoming an author with us.
2. Imagine creating what you want, when you want, from the comfort of your own home, making passive income whether you're working or not. Some of our authors sell stock in their free time as a hobby, some do it to get their name out there, and some are able to make it their full time profession.
3. Becoming an author is easy and if you've reached this point then you're already a member and you've accepted our [Envato Market Terms](#). These additional terms for authors ('**Author Terms**') are an extra part of the Envato Market Terms that apply specifically to authors on the Envato Market. You'll need to agree to them before you can become an author. These govern the relationships, rights and obligations of authors to us and buyers using Envato Market. You agree to put your items on Envato Market and make them available to buyers on the basis stated in the Envato Market Terms and these Author Terms.

As an author on the Envato Market you have responsibilities to us and buyers of your items. Please take the time to review these Author Terms carefully.

4. When we say '**you**' in these Author Terms we are referring to you, the author whose details are listed as the Envato Market account holder. All other words defined or explained in the Envato Market Terms have the same meaning here. If there's any inconsistency between what we say in these Author Terms and what is in the Envato Market Terms, what we say in these Author Terms prevails.
5. Read on for details about your author responsibilities, the process of selling your items on the Envato Market and how you can earn money with us.

Becoming an author

6. **Becoming an author is free:** Becoming an author and putting your items up on the Envato Market is free but there is a review process. There are a few things you warrant in exchange for the right to be an author, which are outlined in these Author Terms.
7. **Process to become an author:** There are easy steps you follow to sign up as an author, which are outlined on the Envato Market [Become an Author](#) guide. There you'll find instructions and resources that will help you get started. You'll also find information about payment, submission requirements and other important information about being an author on our [Author Guide](#) page.

How selling your items works

8. What you're providing:

License: When you 'sell' an item, you're making your item available to buyers and downloaders to use that item under certain conditions; you're not actually selling the item itself. What you're selling includes a license directly to the buyer or downloader to use that item under the relevant license options that we set.

For the different types of licenses and detail about what rights you are licensing see our [licensing page](#). Take a moment to understand how your work will be licensed!

Item support: You can choose whether or not to support certain items. If you choose to support an item, this will be identified on the item page. All supported items include a support period. Buyers can buy support extensions on these items.

To understand item support, like what items are covered, what you agree to provide buyers, the support period and support extension options, see the [item support policy](#) page.

9. The total price for an item on Envato Market is made up of:

Item price: The item price is made up of a license fee (for the license chosen for the item), and if relevant the item support fee (for supported items).

Buyer fee: This is the fee buyers pay Envato for the buyer services we provide buyers.

Handling fee: In some transactions the total price may include a handling fee.

Taxes: Some transactions may be subject to tax that may be added to the price.

The list price is made up of the item price and buyer fee, and is the price on an item page. See [Envato Market Terms](#) for information about all the parts of the total price.

10. **Exclusivity:** When you become an author, you can choose to make your items and related items available exclusively on Envato or to retain the ability to sell your items elsewhere. The percentage of revenue you receive from each sale of your item will vary depending on your choice (as explained below). You can change your exclusivity status of your account at any time. See our [Exclusivity Policy](#) for more information, including on how we define 'related items'.

11. **Your earnings; author fee:** When your item is sold on Envato Market, you will earn the item price component of the list price less an author fee that we charge. The **author fee** is what you are charged by Envato for use of our platform and services as an author. The author fee is determined by whether you are selling the item only on Envato Market exclusively and by the aggregate value of list price sales you've had in the past. The author fee you pay to us is set out in the [rates schedule](#) that we can change at our discretion, from time to time. Any changes to these rates will take effect on and from the date on which notice of the variation is posted by us on Envato Market.

12. **Setting the prices of items:** We set the prices of items in some categories on Envato Market. We know how valuable your creations are to you and so we endeavour to make the prices we set for your items fair and in line with the going market rate. Even so, you acknowledge and agree that we have absolute control over the pricing of Envato Market

items in categories where we set the prices. There are some categories known as 'author-driven pricing categories' where authors set the prices for their items. If you sell items in an author-driven pricing category, you must make all pricing decisions independently. This means that discussions about your pricing decisions are not permitted under any circumstances.

13. **Review:** We have rules about what we accept and don't accept and you can read up on these in our author-related Envato Market information. Although we always like to provide constructive feedback we're not obliged to give you any reasons for rejecting your item. We have the final say on whether items are accepted for Envato Market.

14. **No Variation:** You are not permitted to vary these terms (or our Envato Market Terms) as they apply between you and buyers, or to offer your items on different terms or with additional terms (for example, through your item description pages). Any different or additional terms that you try to impose on Envato Market on your items will have no effect against buyers or Envato.

How do payments of earnings work

These sections explain how earning an income works on the Envato Market and important information about payments to your account, and deductions from your account. Take a close look!

Earnings payment:

15. We will pay you the item price component of the total price less the author fee (**'your earnings'** or **'earnings'**). In order for us to do this, you authorise us to collect payments, to credit your Envato Market account with your earnings, and to payout your earnings to you. We may use another Envato Company to do these things for us.

16. To avoid any confusion, only your earnings from the sale of your items (and referral income under our separate Affiliate Program) will be payable to you. Envato credits that were converted from monies you place into your account as a buyer are not able to be paid out or refunded.

17. **Thresholds:** We'll make payments of your earnings based on certain minimum threshold amounts. For more information see our help centre.

18. Earnings payment timing and methods:

You ask us to hold the balance of your earnings until they are paid out to you, the Envato account holder. You can set up an automatic payment destination which must be owned by you, the Envato account holder. Where your earnings reach certain threshold amounts, we make monthly payouts of your earnings to your payment destination.

When we get a request for payment, we'll pay you at the next payment cycle as stated on our [Author Guide](#) page.

You must provide us with the correct details and **payment method** when you set your payment destination.

Despite [section 18\(a\)](#) above, we reserve the right to pay your earnings to you, at any time, at our discretion.

You may bear some or all expenses incurred by us in paying monies to you.

19. **Potential deductions:**

Payment methods available for buyers to buy your items involve payment agents that have their own standard terms and conditions regarding refunds, chargebacks, fees and unauthorised transactions (which we don't control). If an Envato Market transaction on an item is subject to payment agents' refunds, chargeback, fees or unauthorised transactions, we may automatically deduct those amounts from your Envato Market account.

You or we may also decide to issue a credit or refund to a buyer in certain circumstances involving issues with your item outlined in the [Envato Market Refund Rules](#), or transactions that may be reversed for other reasons. If that happens, we reserve the right to deduct from your Envato Market account any amount that would otherwise be payable to you.

If you breach any warranty you have made to us we may offset any amount that we have to pay to anyone else as a result of your breach, against any payments due to you.

20. **Payment errors:** We will continue to hold your earnings if we're not able to pay your 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;
- you have not made a request for payment; or
- you are asking for payment to be made to a person, an institution or a country that we're legally prohibited from making payments to, or where there are limitations in the banking systems.

21. **Currency conversions:** Whenever we make a payment to you as an author, you are responsible for all costs of converting the amount of the payment from US dollars into your preferred currency. Your financial institution does the currency conversion and may charge you additional fees (we don't control either the conversion rates or your financial institution's fees).

22. **Holding earnings:** If we decide that an item of yours does not comply with an applicable law or any of our rules or guidelines, including the Envato Market Terms and these Author Terms, we can at our discretion disable the item or your membership. See our [Intellectual Property Policy](#) for more information. We may also hold any earnings on that item or your account for up to two years, and may release those held earnings during that period if we are satisfied that any dispute or issue about your item has been resolved.

The Envato Market Terms have some important details about how our dealings with you might be restricted or your earnings forfeited. Please look closely at **sections 56-57 of the Envato Market Terms**.

Author house-keeping

23. Taxes that apply to our supplies:

Any fees paid by you for supplies made to you by Envato in connection with these terms exclude Australian GST (unless expressly stated otherwise on the site). If we make a supply under or in connection with these terms on which Australian GST is imposed, any applicable fee that we charge for that supply is increased by, and you must also pay to Envato, an amount equal to the GST payable by Envato on that supply.

24. Taxes that apply to your supplies:

As an author on Envato Market, you are responsible for paying any taxes that apply (with the exception of VAT in an EU Member State and GST in Australia).

Envato will charge, collect and account for:

VAT in an EU Member State when a buyer is located in an EU Member State and does not provide a valid EU VAT Identification number. When a buyer is located in an EU Member State and does provide a valid EU VAT Identification Number, it is the buyer's responsibility to self-account for VAT. It is not your responsibility as an author to account for VAT when a buyer is located in an EU Member State.

GST in Australia when a buyer is located in Australia. Envato is registered for Australian GST and you authorise Envato to issue tax invoices in respect of any supplies (including license sales) made by you to Australian buyers.

If required by law, we may deduct or withhold taxes (including withholding tax) in connection with your being an author. 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).

We may collect geographical location information to determine your location. You may be required to give us tax-related documentation or information to help us identify you. Information and documentation may be used for tax purposes, so the information you give us must be accurate. Information or documentation may be collected by one Envato Company and disclosed to or handled by another Envato Company. We or another Envato Company may disclose or submit your information to regulators and government authorities in connection with our compliance procedures and obligations.

25. Invoices: We will issue invoices (or in some cases tax invoices) for transactions between authors and buyers on Envato Market.

Your warranties and responsibilities:

26. As an author you warrant to us and each buyer of your items that:

the item is of acceptable quality and fit for the purpose for which it is 'sold';
the item matches the description given by you on the item preview page, as well as any item preview;
you will honour any express warranties given to buyers that are not contained in the

Envato Market Terms;

you have rights necessary to license that item on the terms of the applicable license;
the buyer's use of that item in accordance with the terms of the applicable license
does not infringe the intellectual property rights of someone else;

the item and its description are not false, inaccurate, misleading, fraudulent, unlawful
or defamatory;

the item and its description do not violate any applicable law or regulation (including
those governing export control, consumer protection, unfair competition, criminal law,
pornography, anti-discrimination, trade practices or fair trading);

the item does not contain viruses or other computer codes, files or programs which
are designed to limit or destroy the functionality of other computer software or
hardware.

where relevant, you have the appropriate model or property release for your item and
you can produce a copy of that model or property release when requested by us or a
buyer of your item.

27. If you make your items available on Envato Market for free, then the warranties you
make to buyers also apply to anyone who downloads your item from Envato Market. In
certain circumstances, we may also allow a buyer to purchase an item for another member,
and in this case you also agree that these warranties apply to the member for whom the
item is purchased.

28. You give an indemnity (legal protection) to and are liable to each buyer of your items as
stated in **sections 52-53 of the Envato Market Terms**.

As an author you have responsibilities to us and buyers of your items. Take a moment to
understand your responsibilities!

29. As an author you warrant to us that:

you will not use Envato Market to offer non-Envato goods or services to buyers;

you will not buy your own items;

you will follow any author guidelines provided by us, act in good faith, and provide
assistance and co-operation as we reasonably request;

information and documentation you give us (like your name and address) is accurate;
and

where you have marked an item as 'supported', you will provide buyers of your item
with support for the included support period and any support extension period
purchased, unless we agree otherwise.

30. **Buyers' use of your item:** We are not liable for any loss suffered by you as a result of
a buyer or any other person making use of your item contrary to the Envato Market Terms
or the item's license.

31. **Other authors and affiliates' use of your item:** An Envato affiliate can use your item
thumbnail previews in their promotion of the Envato Market and no compensation is due for
these uses. A watermarked preview of your item in a preview of another item on any
Envato Company site without requiring your permission and without compensating you. The
watermarked item is credited either by providing a link to your item on the Envato Market or

by otherwise attributing your Envato Market item to you.

32. Our use of your item: We may use the whole or part of your items to promote Envato. This promotional use may include use in public relations, emails, on a features page, or on other sites (e.g. social networks). No compensation is payable for these uses.

33. Item removal: We have the right to remove an item for any reason, using our reasonable discretion. For example, we may review the libraries to keep the Envato Market fresh and full of quality items that meet the latest technical standards and market trends. Also, issues about an item might be brought to our attention such as errors, representations, or even violations. Our goal is always to address these situations with you constructively. We also aim to give you notice before an item is removed, but this is not always feasible or possible, so we can't guarantee this. We will not be responsible for any loss that you may suffer as a result of your item being removed.

Personal information

34. In order to facilitate a transaction on Envato Market, we may provide you with relevant buyer information and also may provide buyers with your relevant information (for example for invoicing or item support services). You agree that you will keep buyer information confidential and only use this information for that Envato Market transaction.

35. If, over and above what Envato provides you with, a member or a model (via a model release) voluntarily provides you with (or your item accesses or uses) usernames, passwords, photo identification or other personal information of the member or model (personal information), you must:

- provide a privacy notice, making the member or model aware of their personal information that you will receive and how you will handle that information;
- obtain the member's or model's permission to use their personal information;
- use the personal information only for the limited purposes for which the member gave permission; and
- meet any privacy and spam law requirements that apply to you.

For an idea about how we deal with user information see our [Privacy Policy](#).

Special arrangements

Special deals and promotions

36. Sometimes we might negotiate volume sales or other arrangements with buyers as part of creating business development opportunities for authors (**special deals**). In order for us to make this possible you give us permission to negotiate special deals. We might also offer pricing promotions to Envato Market buyers. Generally, this will be covered by our setting of prices (see **section 12 – Setting the prices of items**). In some cases, if pricing promotions involve a change in the author fee or licensing terms, then it is a **special promotion** and the following sections are relevant.

37. Given the nature of special deals, the prices of your items under the special deal may vary from the advertised item price. This means that your earnings on the sale of your items in a special deal may not always be determined by reference to the advertised price of your item on the Envato Market. Given the nature of special deals and special promotions, the author fee may differ for special deals or special promotions.

38. Before your item is included in a special deal or special promotion, we'll provide you with information about the special deal or special promotion, item pricing and author fee. You can opt out of participating in a special deal or special promotion if the deal involves a change to the author fee. We will let you know the time frame to opt out, and if you don't do so, your item will be included in the special deal or special promotion.

39. Special deals and special promotions might also involve you entering supplementary licensing arrangements to allow the buyer to use your item in particular ways. If these supplementary licenses are substantially different from the standard Envato Market licenses, you will also have the opportunity to opt out of participating in the special deal or special promotion within the time frame we set out when we make the offer to you.

You will always have the option of opting out of any special deal or special promotion if it involves a change to the author fee. We decide the other details like pricing.

Legal housekeeping

40. **Relationship between us and you:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us. Neither you nor us can act on behalf of the other in any way. However, you appoint us as your limited agent only for these specific purposes:

- for receiving Buy Now payments from buyers (the buyer's obligation to pay you for an item will be met when they make a Buy Now payment to us or an Envato Company);
- for passing on your warranties to buyers made in **section 21 of the Envato Market Terms**;
- for limiting your liability to buyers in **sections 51-52 of the Envato Market Terms**.

Definitions

Author:

a member who makes items available for sale on Envato Market.

Author fee

is what you are charged by Envato for use of our platform and services as an author.

Buyer fee:

the fee for the services buyers get from Envato like 24/7 buyer support, fraud protection, item quality control and other related buyers services.

Item price:

the price a buyer pays for an item as detailed in **section 9**.

Item support:

the support provided by you to buyers of items you choose to support, as detailed in the [item support policy](#).

EU Member State

means the countries listed here: http://europa.eu/about-eu/countries/index_en.htm

List price

is the price you see on an item page on Envato Market and is made up of the item price and buyer fee.

Go forth and author!

We're very glad you've made it to the end of this important document. You can head over and read the [Author Guide](#) which will run through all the practical and operational stuff you'll need to know.

We wish you all the very best in selling your items on the Envato Market.

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