

## About us and these terms

1. Hi, we're Envato and welcome to **Envato Elements**, a subscription service for digital Items created by designers and creatives from around the world. When we say 'we', 'us' or 'Envato' it's because that's who we are and we own and run the **Envato Elements** platform.
2. When you create an Envato account and accept these terms you become a **member** of our community. During your time with us you agree to follow the ground rules outlined in these terms so please read and understand them. If you don't accept the terms then we'll be sad, but you will need to leave because your presence on and use of the Envato Elements platform is conditional on your acceptance to be bound by these terms whether you become a member or not.
3. The Items on Envato Elements are owned by the respective rights holder (ie. the author). They are licensed to you under the terms of the [Envato Elements License](#) (as amended from time to time) at the direction of authors.

## How browsing and membership works

4. **Browsing:** You need to be 16 years or over to browse Envato Elements. We don't knowingly collect any information from anyone aged under 16 years. When browsing Envato Elements, these terms and conditions, and any other applicable guidelines, policies and instructions (which are available in our [Help Centre](#), or under "More Information" at the top of this page), apply to any use of Envato Elements whether or not you're a member.
5. **Content available to browsing users:** On certain parts of Envato Elements (such as the Envato Elements WordPress plugin), a limited range of content is made available to you without the requirement of an Envato Elements membership or subscription. The content made available to you without requiring a membership or subscription is also subject to the [Envato Elements License](#).

## Becoming a Subscriber

6. **Age:** You need to be 18 years or over to become a Subscriber. If you're under 18 you will need to use the account of a parent or legal guardian who is at least 18 years of age, with their permission, and this adult will be responsible for all your activities.
7. **Subscription types:** When you become a Subscriber you get to access our library of Items that must be used in accordance with the [Envato Elements License](#). We currently offer the following subscription types:
  - o **Elements for Individuals:** is a single seat usage subscription only, available for use by a single real person or for a single seat usage by a company with less than fifty employees. You are not permitted to share the seat.
  - o **Elements for Teams:** is a multiple seat subscription, available to a group of people or a company with less than fifty employees.
  - o **Enterprise:** If your company has over 50 employees, please contact us to discuss an Enterprise account.
8. **Authority to agree to these terms:** If you are a company or organization, both you and the real person who signs up on your behalf, represent and warrant that this person has the authority to bind your company or organization.
9. **Your responsibility:** You promise that information you give us is true, accurate and complete and that you will keep your account information up-to-date (including a current email address). Your subscription is not transferable. You are responsible for any use of Envato Elements that occurs in conjunction with your username and password so keep your password secure and don't let any other person use your username or password. If you realise there's any unauthorized use of your password or any breach of security you need to let us know immediately.

## How downloading and registering Items works

10. **What do you get when you download and register an Item?**
  - a. **License:** When you download an Item as a Subscriber, you will be asked to register that Item. Upon registration, you will be granted a license from us to use that Item for the purpose you nominate during the registration process. If you have Elements for Teams, the license is granted to the licensee nominated for your team during sign-up.



- b. **No ownership:** By downloading or registering an Item you're not actually acquiring ownership of the Item itself, only the license to use that Item. Items are subject to specific terms of use, and these terms are set out in the [Envato Elements License](#).
- c. **Effect of ceasing subscription:** As Envato Elements is a subscription service, certain rights granted under an Item license are only applicable for as long as your Envato Elements subscription is active. If you've registered Items for specific projects or end uses, they retain a valid license after your subscription ends. But for trial licenses, free files and everything else, you'll need to remove the Items from any associated product, project or end-use. Please read the [Envato Elements License](#) in detail to understand what you can do with Items.
- d. **Services:** As a Subscriber you also receive services from us like account support, fraud protection, library quality control and other related services.
- e. **Support:** We do our best to make sure that Items are high quality. However, due to the unlimited downloads on Envato Elements, the Items do not include the level of after-sale support that you would find for similar items purchased separately on Envato Market. Please visit [Envato Market](#) if your project requires a particular level of support.

#### Third party products and services:

- 11. As a Subscriber you may also have access to, or be eligible for special offers in relation to, products and services provided by our partnered suppliers (**Third Party Offers**). Information about Third Party Offers will be published on our website.
- 12. You have no obligation to redeem any Third Party Offer. However, if you choose to do so, then you will be buying the relevant product and/or service from the supplier and not from us.
- 13. The redemption of a Third Party Offer is subject to terms and conditions set by our partners. You should read and make sure that you agree to the applicable terms and conditions before redeeming any Third Party Offer.
- 14. The description of products and services forming part of a Third Party Offer published on our site, and any associated links, have been provided to us by the suppliers. While we have made reasonable efforts to check the accuracy of the descriptions, the suppliers are solely responsible for any representations contained in those descriptions. Further, we do not endorse or assume any responsibility for those products and services.
- 15. The suppliers might make, or be required by relevant laws to make, other promises to you as a consumer. Check their terms and conditions to see what they say.

#### Transacting as a Subscriber:

It is important that you understand the terms on which you are making a purchase. Please take the time to review this section carefully.

- 16. You can pay for your subscription via PayPal or credit card. You may be required to pay a handling fee depending on the method of payment you choose.
- 17. By signing on as a Subscriber you must agree to the individual payment terms that relate to your chosen method of payment, as notified to you. You agree that at the conclusion of a time-limited free trial or introductory offer, your subscription will automatically renew at the pricing and frequency notified to you at the start of the trial or offer.
- 18. In the event that you select an ongoing, regular payment method (for example a monthly credit card or PayPal payment) and that payment fails to occur, we may immediately suspend your subscription until payment has been made. If we suspend your subscription, your rights under these terms and the [Envato Elements License](#) will also be suspended.
- 19. **Currency conversion costs:** You are responsible for all costs of currency conversion relating to your Envato Elements subscription. 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). This means that you may incur additional costs when subscribing to Envato Elements, which we have no control over.
- 20. **Terms of subscribing:** When you subscribe to Envato Elements, you do so on the following terms:
  - a. you promise to us that you understand what you can and can't do with your downloaded Items in accordance with the [Envato Elements License](#);
  - b. we and the authors do not promise that any particular Item will continue to be available on Envato Elements;



- c. once you register an Item, you acquire a non-exclusive license to use the Item under the terms set out in the [Envato Elements License](#) (non-exclusive means others might also license the same Item); and
- d. you do not gain any ownership rights in a downloaded Item.

**21. Taxes:**

- a. The final prices and fees are inclusive of transactional taxes where relevant (like VAT and GST). Our promotional materials will state whether or not the price is inclusive or exclusive of transactional taxes.
- b. You are responsible for paying all other fees and taxes associated with your use of Envato Elements wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. 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).

## Refunds and cancellations

It is important that you understand how refunds work.

- 22. Given the nature of digital content, we do not generally offer a refund on a purchased subscription unless we have made changes to these terms that materially affect you to your detriment (see section 54 below) or as required under Australian consumer law or other relevant consumer protection laws. If you would like to request a refund you should open a [help request](#). If you cancel a subscription due to us making a change to our terms that materially affects you to your detriment then you will receive a refund for any whole unused months remaining in your subscription period.
- 23. We will assess refund or credit requests on their merits. There is generally no obligation to provide a refund or credit in situations like the following:
  - a. you have changed your mind about your subscription;
  - b. you subscribed by mistake;
  - c. you do not have sufficient expertise to use the Items made available;
  - d. you ask for goodwill; or
  - e. you can no longer access any of your desired Items because they have been removed from Envato Elements (we advise you to download Items as soon as you license them to avoid this situation).
- 24. If we decide to issue a refund, this will generally be done using the same manner used to make the purchase. Any payment made to you will be made in the currency Envato offered to you when you purchased your subscription (either Euros or US Dollars), under the rules of the payment method (see **section 19 - Currency conversion costs** about currency conversion back to your local currency).
- 25. **Disputes lodged with payment agents:** If, as a Subscriber, you lodge a dispute with a payment agent, this will result in a freezing of your Envato Elements subscription and your Envato account until the dispute raised with the payment agent has been cancelled. This makes it very complex to resolve any related issues so we encourage you to contact us directly first to see if we can help resolve any concerns.
- 26. **Fine print:** We are not a bank or licensed deposit taker in Australia or elsewhere. Any credit we apply to your subscription is not a deposit under Australian law about banks, and that means you don't get the benefit of any deposit insurance or guarantee under those laws. We don't act as a fiduciary or as a trustee for you, and we're not a licensed financial service provider.
- 27. **Cancellation:** You can cancel your Envato Elements subscription membership at any time, and you will continue to have access to the Envato Elements library through to the end of the then current billing period.
- 28. To avoid doubt, unless you are canceling your membership due to us making a change to our terms that materially affects you to your detriment (see section 54), you will not receive a refund for the remainder of your billing period.
- 29. To cancel, please follow our [instructions for cancellation](#). If you cancel your membership, your account will automatically close at the end of your current billing period and you will not be able to download any new items (including previously licensed items), or use items as part of any project, even if you have downloaded the item prior to cancellation.

## Intellectual Property

- 30. **What we own:** We own all the **Envato Content** that we have put on Envato Elements (unless otherwise stated and excluding content owned by others). This includes the design, compilation, and look and feel of the Envato Elements site, and copyright, trademarks, designs and other intellectual property on Envato Elements. We own all the trademarks, logos, service marks and trade names on Envato Elements (unless otherwise stated and excluding these



things owned by others). You will not copy, distribute, modify or make derivative works of any of our Envato Content or use any of our intellectual property in any way not expressly stated in these terms.

31. **What we don't own:** We do not own the Items on Envato Elements; the Item authors do. However, we have the right to sublicense the Items to you on the terms of the [Envato Elements License](#).
32. **Copyright, trademark and intellectual property claims:** We respect the intellectual property rights of others. If you believe that an Item or any content on Envato Elements infringes any intellectual property right (including copyright) please see the information in our [Intellectual Property Policy](#).  
Our Intellectual Property Policy is where you will find all the information relating to how we treat intellectual property on Envato Elements including copyright and other rights.

### Our use of your information

33. **Privacy:** We respect your privacy and process your information in accordance with our [Privacy Policy](#). Our [Privacy Policy](#) explains how we deal with your information.
34. **Confidential Information:** We value your information and take reasonable precautions to protect it. While using Envato Elements, you may also become aware of confidential information about us, or someone else. You promise to not disclose any confidential information made available to you through Envato Elements to any other person.

### Playing fair

35. **Prohibited Conduct:** Your use of Envato Elements including the content and the Items must comply with our policies from time to time (as published on the [Envato Elements site](#) and in our [Help Center](#)) including the [Acceptable Use Policy](#) and the [Fair Use Policy](#).

### Linking; apps made by others

36. **Linking to Envato Elements:** We reserve the right to insist that any link to Envato Elements be discontinued, and to revoke your ability to link to Envato Elements.
37. **Links from Envato Elements:** The Envato Elements platform and Item downloads may contain links to other non-Envato sites. We have no control or responsibility over anything on those sites, and do not endorse or sponsor those sites, even if they are affiliated to us.

### Legal Housekeeping

38. **Eligibility, suspension or termination:** Being a Subscriber is not an automatic right, it is a benefit for those who follow our terms and policies. We hope that you will be with us for a long time. But we may, using reasonable discretion, decide whether or not your use of Envato Elements complies with these terms. We can suspend or terminate your subscription account at any time for any reason (acting reasonably of course) including:
  - a. if you breach these terms;
  - b. if you act in a way that does not align with the values of our community; or
  - c. if you act in a way that could cause us or others harm.
39. If we do decide to permanently terminate your Envato account you must not apply for a new account as unfortunately you will no longer be welcome in our community. This decision may also apply to all of your Envato accounts you use on other Envato sites.
40. **Envato Companies:** If an indemnity, limitation or disclaimer of liability, promise or release (a 'benefit') is given in our favor in these terms or the [Envato Elements License](#) 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.
41. We may use the services of another Envato Company to collect payment or carry out other activities with you to bring you Envato Elements.

### Pricing



42. **Geographical pricing:** The price of your Envato Elements subscription may vary depending on the country you are in. We may offer special plans, prices or offers limited to certain geographical areas or for a limited time. We may use information such as geographical location information, or other information associated with your account or method of payment to determine your eligibility for a price, plan or offer. Eligibility for certain plans, prices or offers are determined by us at our sole discretion and we reserve the right to adjust the pricing for your subscription in the event that we determine you are not eligible for a particular plan, price or offer, on the basis of your geographic location.
43. **Changes to prices:** We may change our pricing at any time, however any price changes will apply no earlier than 21 days following notice to you.

#### Liability and indemnity - between us and Subscribers

44. You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third party claim against us relating to your use of Envato Elements, any Item or the products or services forming part of any Third Party Offer (excluding any losses we incur arising out of our own gross negligence, wilful misconduct or breach of contract).
45. To the extent permitted under the law, Envato Elements, the Items and all Third Party Offers are made available to you on an "AS IS" basis. Subject to clause 44, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.
46. Our liability to you in connection with Envato Elements or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:
  - a. we exclude liability for any of these things incurred by you: loss of revenue, loss of profit, loss of goodwill, loss of customers, loss of capital, damage to reputation, loss in connection with any other contract, loss of data, or indirect, consequential or special loss, damage or expense, except where such loss is caused by our gross negligence, wilful misconduct or breach of contract; and
  - b. our total aggregate liability to you is otherwise limited to the total amounts paid by you to us for your Envato Elements subscription in the 6 months immediately preceding the date on which the claim giving rise to the liability arose.
47. **Availability:** We strive to have Envato Elements available to you 24 hours a day, seven days a week but you know how the internet works: occasionally you might not be able to access Envato Elements, and this might happen for any reason, at any time, with or without notice, or at our absolute discretion. We might also change aspects of how Envato Elements works, including the kinds of Items available on Envato Elements. Where possible, we will give you reasonable prior notice of these changes. The Envato Companies will not be liable to you for any loss you suffer as a result of these things.
48. **Third party:** If you're agreeing to these terms on behalf of someone else then you're promising to us that you have full legal authority to bind that third party. Remember that only real people can subscribe to Envato Elements.
49. **Consumer laws:** In some places there may be non-excludable warranties, guarantees or other rights ('non-excludable consumer guarantees'). We do not exclude, restrict or modify non-excludable consumer guarantees in these terms. Except for non-excludable consumer guarantees, and otherwise to the maximum extent permitted by law, we are bound only by the express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to replacing or paying the cost of replacing the relevant Item or service, (unless the non-excludable consumer guarantee says otherwise). You must not use an Item in violation of any export laws that apply to you.
50. **Blocking you, disabling your subscription or refusing to process a payment:** We may block you, terminate your subscription or refuse to process a payment if we reasonably believe there is a risk associated with you, your subscription, 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. You promise that you are not located in a sanctioned country and are not on a sanctioned persons list. We may also block members from a country if we can't make payments to or from that country. You should check what payment methods are available in your country for making payments. We may take any of the actions stated in this section without notice and against all of your Envato accounts you use on other Envato sites. As our sites are global, there are different laws that may apply and these may restrict our relationship with you.



51. **US-specific controls:** Envato Elements 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). You must not export or re-export Envato Elements Items to a U.S. sanctioned country or to anyone on the SDN list.
52. **Relationship between the parties:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other member. Neither you nor us can bind each other in any way.
53. **Notices:** Any notice you send us must be [submitted via a help request](#). Any notice we send to you will be emailed to the email address you provided to us.
54. **Changes to these terms:** We may change these terms (including the [Envato Elements License](#)) at any time and, if we make changes, we will take reasonable steps to let our Subscribers know about the changes before they take effect. 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. If a change we make has a material effect on you to your detriment we will give you reasonable prior notice about the change, before it takes effect, and you may cancel your Envato Elements subscription in accordance with section 22 above. However, if you continue to use Envato Elements after the changes are made, then you will be agreeing to the changes regardless of the amount of time which has elapsed. Whether a change has a material effect on you to your detriment depends on the nature of the change and your particular circumstances. For example, a change which causes you to incur increased transaction fees, or which removes an entire category of Items, could have a material effect on the amount of value you get out of Envato Elements. The removal of individual items or a minor clarifying change to the [Envato Elements License](#) will not typically have a material effect on you to your detriment.
55. **Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.
56. **Applicable Laws:** We control and operate Envato Elements from our offices in Australia. The laws of Victoria, Australia govern these terms, and you submit to the jurisdiction of the courts there for the resolution of any dispute between us.

## Definitions

**Envato:** Envato Elements Pty Ltd (ABN 87 613 824 258).

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

**Envato Content:** is all the content that we have put on Envato Elements and includes the design, compilation, and look and feel of Envato Elements, and copyright, trademarks, designs and other intellectual property on Envato Elements (unless otherwise stated and excluding content owned by others like author content)

**Handling fee:** the fee Subscribers may pay, depending on their subscription payment method.

**Items:** digital goods found on Envato Elements, which may (but won't necessarily) include goods like graphic design templates, fonts, WordPress themes, background music, After Effects project files, photography and much, much more.

**Subscriber:** a person who signs up by creating an account and accepting these terms.

**Payment method:** any payment agent or method we make available on Envato Elements.

Noted by:

  
**JOSEPH D. BERNAT**

Department Manager, CCSD 