

SHUTTERSTOCK

Terms of Service

Shutterstock License Agreement(s)

Dear Shutterstock Customer:

The following is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and: i) if you are an existing customer or a new customer in the United States or Canada, Shutterstock, Inc., a Delaware corporation with its office at Shutterstock, Inc., 350 Fifth Avenue, 21st Floor, New York, NY 10118, United States; or ii) if you are a new customer not located in the United States or Canada, Shutterstock Netherlands, B.V., incorporated under the laws of the Netherlands, having its principal place of business at Herengracht 495, 1017 BT Amsterdam, the Netherlands (in either instance, referred to hereafter as "Shutterstock"). By entering into this agreement, you verify that your country of residence is the same as your billing address.

"Image(s)" means photographs, vectors, drawings and the like available for license from the Shutterstock website.

"Footage" means any moving images, animations, films, videos or other audio/visual representations, excluding still images, recorded in any format that are available for license from the Shutterstock website.

"Visual Content" shall refer collectively to Images and Footage.

The following Terms of Service ("TOS") constitutes an agreement between Customer and Shutterstock setting forth the rights and obligations with respect to any Visual Content licensed by you. By agreeing to the TOS, you agree that these terms control your rights and obligations with respect to all Visual Content licenses set forth herein, notwithstanding the subscription or license you may be purchasing today. Please revisit these TOS when you purchase any Visual Content.

UNLESS YOU PURCHASE A ["TEAM SUBSCRIPTION"](#) OR ["PREMIER LICENSE"](#), THIS IS A SINGLE SEAT LICENSE AUTHORIZING ONE NATURAL PERSON TO LICENSE, DOWNLOAD AND USE VISUAL CONTENT. IF YOU PURCHASE A TEAM SUBSCRIPTION THE RIGHT TO LICENSE, DOWNLOAD AND USE VISUAL CONTENT IS LIMITED TO THE NUMBER OF USERS PERMITTED BY THAT TEAM SUBSCRIPTION. THE PREMIER LICENSE AND PLATFORM PROVIDES THESE AND ADDITIONAL RIGHTS TO AN UNLIMITED AMOUNT OF USERS. SOME LICENSES SET FORTH HEREIN MAY NOT BE AVAILABLE FOR TEAM SUBSCRIPTION PURCHASE. *If you require a multi-user account, please contact Customer Service (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#) or our [Premier Team](#)).*

Part I Visual Content Licenses

- a. Image Licenses
- b. Footage Licenses
- c. Restrictions on Use of Visual Content

Part II Warranties and Representations

Part III Indemnification and Liability

Part IV Additional Terms

PART I VISUAL CONTENT LICENSES

Shutterstock hereby grants you a non-exclusive, non-transferable right to use, modify and reproduce Visual Content worldwide, in perpetuity, as expressly permitted by the applicable license and subject to the limitations set forth herein:

a. **IMAGE LICENSES**

- i. A STANDARD IMAGE LICENSE grants you the right to use Images:
 1. As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc., subject to the budget limitations set forth in sub-paragraph I.a.i.4 below);
 2. Printed in physical form as part of product packaging and labeling, letterhead and business cards, point of sale advertising, billboards, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books provided no Image is reproduced more than 500,000 times in the aggregate;
 3. As part of an "Out-of-Home" advertising campaign, provided the intended audience for such campaign is less than 500,000 gross impressions.
 4. Incorporated into film, video, television series, advertisement, or other multimedia productions for distribution in any medium now known or hereafter devised (each a "Production"), without regard to audience size, provided the budget for any such Production does not exceed USD \$10,000;
 5. For your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind).
- ii. AN ENHANCED IMAGE LICENSE grants you the right to use Images:
 1. In any manner permitted under a Standard Image License, without any limitation on the number of reproductions, impressions, or budget;
 2. Incorporated into merchandise intended for sale or promotional distribution (collectively "Merchandise"), including, without limitation, textiles, artwork, magnets, wall-art, calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution, provided that such Merchandise incorporates material creative or functional elements apart from the Image(s).
 3. In wall art (and without requiring further creative or functional elements) for decorative purposes in a commercial space owned by you or your client, and not for sale.
 4. Incorporated as elements of digital templates for sale or distribution.

If the Standard or Enhanced Image licenses do not grant the rights you require please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

b. **FOOTAGE LICENSES**

- i. A FOOTAGE USE LICENSE grants you the right to use Footage:

1. in Productions (i.e., a film, video, television series, advertisement, or other multimedia production) displayed or distributed to the public by any means now known or hereafter devised;
2. in connection with a live performance;
3. on websites.

If the Footage Use License does not grant the rights you require, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

- ii. A FOOTAGE COMP LICENSE grants you the right to use watermarked, low resolution Footage as a comp (the "Comp Footage") solely in test, sample, comp, or rough cut evaluation materials. Footage Comp Licenses do not permit you to display or distribute to the public or incorporated into any final materials any such Footage. Comp Footage can be edited, but you may not remove or alter the Shutterstock watermark. Comp Footage is available to license under the Footage Use License at the time it is downloaded as Comp Footage, but Shutterstock makes no guarantees and shall have no obligation to ensure that Comp Footage will be available for license at any time thereafter.
- c. **RESTRICTIONS ON USE OF VISUAL CONTENT**

YOU MAY NOT:

- i. Use Visual Content other than as expressly provided by the license you purchased with respect to such Visual Content.
- ii. Portray any person depicted in Visual Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
- iii. Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.
- iv. Use Visual Content designated "Editorial Use Only" for commercial purposes.
- v. Resell, redistribute, provide access to, share or transfer any Visual Content except as specifically provided herein. For example and not by way of limitation, the foregoing prohibits displaying Content as, or as part of, a "gallery" of content through which third parties may search and select from such content.
- vi. Use Visual Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.
- vii. Use any Visual Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.

- viii. Use "stills" derived from Footage except solely in connection with the in-context marketing, promotion, and advertising of your derivative works incorporating Footage.
- ix. Falsely represent, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than the copyright holder(s) of that Visual Content.

If you require any of the foregoing rights, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

d. CREDIT AND COPYRIGHT NOTICES

- i. The use of Visual Content in an "editorial" context, shall be accompanied by an adjacent credit to the Shutterstock contributor and to Shutterstock in substantially the following form:

"Name of Artist/Shutterstock.com"

- ii. If and where commercially reasonable, the use of Visual Content in Merchandise or a Production shall be accompanied by a credit to Shutterstock in substantially the following form:

"Image(s) or Footage (as applicable), used under license from Shutterstock.com"

- iii. Credit attributions are not required in connection with any other use of Images unless another stock content provided is afforded credit in connection with the same use.
- iv. In all cases the credit and attribution shall be of such size, color and prominence so as to be clearly and easily readable by the unaided eye.

PART II WARRANTIES AND REPRESENTATIONS

- a. Shutterstock warrants and represents that:
 - i. Shutterstock's contributors have granted Shutterstock all necessary rights in and to the Visual Content to grant the rights set forth in Part I as applicable.
 - ii. Visual Content in its original unaltered form and used in full compliance with these TOS and applicable law, will not: i) infringe any copyright, trademark or other intellectual property right; ii) violate any third parties' rights of privacy or publicity; iii) violate any US law, statute, ordinance, or regulation; or iv) be defamatory, libelous, pornographic or obscene.
- b. While Shutterstock makes commercially reasonable efforts to ensure the accuracy of keywords and descriptions, as well as the integrity of Visual Content designated "Editorial Use Only", SHUTTERSTOCK MAKES NO WARRANTIES AND/OR REPRESENTATIONS REGARDING ANY: I) KEYWORD, TITLES OR DESCRIPTIONS; II) AUDIO IN FOOTAGE; OR III) VISUAL CONTENT DESIGNATED "EDITORIAL USE ONLY". For the sake of clarity, Shutterstock will not indemnify or have any liability in respect of any claims arising from inaccurate keyword, titles or descriptions, any audio in Footage, or the use of Visual Content designated Editorial Use Only.

c. SHUTTERSTOCK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS "WARRANTIES AND REPRESENTATIONS" SECTION.

PART III Indemnification and Liability:

- a. Subject to the terms hereof, and provided that you have not breached the terms of this or any other agreement with Shutterstock, Shutterstock will defend, indemnify, and hold you harmless up to the applicable "Limit of Liability" set forth below. Such indemnification is solely limited to Customer's direct damages arising from a third-party claim directly attributable to Shutterstock's breach of the express warranties and representations made in Part II hereof, together with associated expenses (including reasonable attorneys' fees). Indemnification is conditioned upon you notifying Shutterstock, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you (e.g., the use of Visual Content at issue, the name and contact information of the person and/or entity making the claim, copies of any correspondence received and/or sent in connection with the claim). The notification must be emailed or faxed to Shutterstock at counsel@shutterstock.com or 1-646-786-4782, with a hard copy to Shutterstock, 350 5th Avenue, 21st Floor, New York, New York, 10118, Attention: General Counsel, via certified mail, return receipt requested; or ii) overnight courier, recipient's signature required. Shutterstock shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with Shutterstock in the defense of any such claim and shall have the right to participate in any litigation at your own expense. You agree that Shutterstock is not liable for any legal fees and/or other costs incurred by you or on your behalf prior to Shutterstock having a reasonable opportunity to analyze such claim's validity.
- b. Shutterstock shall not be liable for any damages, costs or losses arising as a result of modifications made to the Visual Content or due to the context in which the Visual Content is used by you.
- c. Limits of Liability: Shutterstock's total maximum aggregate obligation and liability (the "Limit of Liability") arising out of each of Customer's:
- i. Standard Image Licenses shall be USD \$10,000.
 - ii. Enhanced Image Licenses shall be USD \$250,000.
 - iii. Footage Use Licenses shall be USD \$10,000.

If you have questions about the foregoing, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

- d. You will indemnify and hold Shutterstock, its officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from any use of the Visual Content other than the uses expressly permitted by these TOS. You further agree to indemnify Shutterstock for all costs and expenses that Shutterstock incurs in the event that you breach any of the terms of this or any other agreement with Shutterstock.

PART IV ADDITIONAL TERMS

- a. Except when required by law, Shutterstock shall be under no obligation to issue refunds under any circumstances. In the event that Shutterstock determines that you are entitled to a refund of all or part of the fees you paid, such refund shall be made using the payment method originally used by you to make your purchase. If you reside in the European Union and you cancel your account within seven (7) days of making payment to Shutterstock Netherlands, B.V., provided that you have not yet licensed any Visual Content, Shutterstock Netherlands, B.V., will refund the payment made by you in connection with such cancelled account. To cancel your account, contact support@shutterstock.com.
- b. "Non-transferable" as used herein means that except as specifically provided in these TOS, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone, Visual Content or the right to use Visual Content. You may however, make a one-time transfer of Visual Content to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating Visual Content subject to the terms and conditions herein. If you become aware that any Social Media Website uses any Visual Content in a manner that exceeds your license hereunder, you agree to remove all derivative works incorporating Visual Content from such Social Media Site, and to promptly notify Shutterstock of each such Social Media Website's use. You agree to take all commercially reasonable steps to prevent third parties from duplicating any Visual Content. If you become aware of any unauthorized duplication of any Visual Content please notify us via email at support@shutterstock.com.
- c. If you use any Visual Content as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to Shutterstock, upon Shutterstock's reasonable request.
- d. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be the state and county of New York. The language of the arbitration shall be English. There shall be one arbitrator. Each party shall bear its own costs in the arbitration. Shutterstock shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Shutterstock, such action is necessary or desirable.
- e. These TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. These TOS are governed by and shall be construed in accordance with the laws of the State of New York, without respect to its conflict of laws principles.
- f. If you are entering into these TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Shutterstock for any breaches of the terms of these TOS. You hereby grant Shutterstock a worldwide, non-exclusive, limited license to use your trademarks in

Shutterstock's promotional materials, including a public customer list. Shutterstock's use of your trademarks shall at all times conform to your then-current trademark use policies as made available to Shutterstock and shall at all times inure to your benefit. Shutterstock further agrees that it will use commercially reasonable efforts to terminate any particular use of your trademark no later than thirty (30) days from the date of receipt by Shutterstock of your email request to counsel@shutterstock.com.

- g. The number of Visual Content downloads available to you is determined by the product you purchase. For the purposes of these TOS, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as a calendar month beginning on and including the date that you purchase your product and ending on that date which is the earlier of (i) the same date as your purchase in the following month or (ii) the last day of the following month. By way of example, if you purchase a monthly subscription on March 5, it will renew on April 5. If you purchase a monthly subscription on August 31, your Subscription will renew on September 30.
- h. Unless otherwise specified in the coupon, any coupon or discount code applied to a purchase of any automatically renewing, installment payment or recurring subscription product shall apply only to the first installment thereof.
- i. If any individual term of these TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the TOS, so that these TOS shall otherwise remain in full force and effect.
- j. **It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.**
- k. **In the event that you breach any of the terms of this or any other agreement with Shutterstock, Shutterstock shall have the right to terminate your account without further notice, in addition to Shutterstock's other rights at law and/or equity. Shutterstock shall be under no obligation to refund any fees paid by you in the event that your account is terminated by reason of a breach.**
- l. **Except as expressly set forth herein, Shutterstock grants no rights and makes no warranties, with regard to the use of personally identifiable information that may be visible in the Visual Content, music or other audio in footage, trademarks, trade dress or copyrighted designs or works of art or architecture depicted in any Visual Content. Shutterstock only has model or property releases where expressly indicated on the Shutterstock website.**
- m. **Shutterstock's liability under any individual license purchased hereunder shall not exceed the "Limit of Liability" applicable to the license in effect at the time customer knows or should have known of the claim, and is without regard to the number of times the subject Visual Content is licensed or used by you.**
- n. **Except as specifically provided in Part III hereof, in no event, will Shutterstock's total aggregate liability to you or any third party claiming through you, arising out of or in connection with your use of or inability to use the Shutterstock websites and/or Visual Content contained thereon (whether in contract, tort or otherwise) exceed the monetary amount actually received by Shutterstock from you for the applicable Visual Content license.**

- o. Neither Shutterstock nor any of its officers, employees, managers, members, shareholders, directors or suppliers shall be liable to you or to any other person or entity for any general, punitive, special, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of your use of the Visual Content, Shutterstock's breach of this agreement, or otherwise, unless expressly provided for herein, even if Shutterstock has been advised of the possibility of such damages, costs or losses.**
- p. Except as expressly set forth in Part II, all Visual Content is provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose. Some Visual Content may contain elements that require additional clearance if the Visual Content is modified or used in a particular context. If you make such modification or use Visual Content in such context, you are solely responsible for obtaining any additional clearances thereby required.**
- q. Shutterstock does not warrant that the Visual Content, Shutterstock websites, or other materials will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of the Visual Content is solely with you.**
- r. In the event that you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting Shutterstock, Shutterstock will promptly file a complaint with www.ic3.gov, the internet crime complaint center, a partnership between the [Federal Bureau of Investigation \(FBI\)](#) and the [National White Collar Crime Center](#).**

Effective August 17, 2016