



Type Icons

User Terms

Last revised: March 11, 2025

About us and these terms

1. **Welcome:** Hi, we're Envato and welcome to Reshot, an online content service where we make Items available for download.
2. **User Terms:** By accessing and using Reshot, you acknowledge and agree that the following terms apply to your use of Reshot:
 - a. these Reshot User Terms;
 - b. the Reshot License;
 - c. Envato's Acceptable Use Policy; and
 - d. any applicable policies, guidelines and instructions referenced herein or otherwise expressed by us to be applicable to your use of Reshot and the Items.

Your use of Reshot is conditional on your acceptance to be bound by these User Terms and the other terms noted above.

3. **Definitions and interpretation:** Any capitalized terms will have the meanings set out in the Definitions section of these User Terms.

4. **Your privacy:** For more information on how we process information you provide to us when you use Reshot, please see our Privacy Policy. By using Reshot, you consent to our collection, use and disclosure of personal data and other data as outlined therein.

Access and restrictions



5. **Age:** You must be 18 years of age or over to access or use Reshot.
6. **Access:** Subject to your compliance with these User Terms, you are granted a non-exclusive, limited, non-transferable, freely revocable license to access and use Reshot. We reserve all rights not expressly granted under these User Terms.
7. **Reshot License:** Your use of our Items is subject to the [Reshot License](#).
8. **Restrictions:** When using Reshot, you must not, directly or indirectly:
- a. use an Item to build a service or product that is similar or competitive with Reshot (or try to);
 - b. aggregate or collate any Item and make it available on a stock or inventory basis or in a library or other collection for use or download;
 - c. use an Item in a way that breaches any of our policies, guidelines and instructions (as published on our site from time to time), including the [Acceptable Use Policy](#);
 - d. sell physical or digital copies of Items without first altering them by applying skill and effort, and incorporating other elements (e.g. merely printing an Item on an object such as a mug or shirt is not sufficient alteration); or
 - e. register or use an Item as a trademark or otherwise claim ownership or registered protection over an Item.

The provisions of the Reshot License continue to apply to all use of an Item, even when you sub-license or transfer it.

9. **Termination:** In addition to any other legal rights we have, we can terminate your rights under the Reshot License (and require that you cease all use of Items) if you breach the Reshot License or these User Terms.

Intellectual property

10. **Envato intellectual property:** Subject to selection 11, all rights, title and interest (including intellectual property rights) in and to Reshot and all other content published on the Reshot website, is owned and/or controlled by the Group Companies.

11. **Third party rights:** Items may contain trademarks or brands owned by third parties that have not been authorized by us. Items may also contain images of property or recognizable trademarks. You should evaluate whether



your use of these Items requires the permission of third parties and if so, to obtain that permission.

12. Use of your data: By using Reshot, you grant Envato a non-exclusive, royalty-free, perpetual, and worldwide right to collect, analyse, and utilise data derived from your use of Reshot for its own commercial purposes. This includes, but is not limited to, data relating to site activity, user preferences, and transaction patterns.

Indemnification; Disclaimer; Limitation of liability

13. INDEMNITY: YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH GROUP COMPANY FROM AND AGAINST ANY AND ALL LOSSES, COSTS (INCLUDING LEGAL COSTS), EXPENSES, DEMANDS OR LIABILITY THAT THE GROUP COMPANY INCURS ARISING OUT OF, OR IN CONNECTION WITH, YOUR BREACH OF THESE USER TERMS AND/OR A THIRD PARTY CLAIM AGAINST THE GROUP COMPANY RELATING TO YOUR USE OF RESHOT.

14. DISCLAIMER: RESHOT IS A FREE SERVICE AND TO THE FULLEST EXTENT PERMITTED BY LAW, RESHOT AND THE ITEMS ARE MADE AVAILABLE TO YOU AN AN "AS-IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT (A) RESHOT WILL MEET YOUR REQUIREMENTS; (B) YOUR ACCESS TO RESHOT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESHOT OR THE ITEMS WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY ITEMS, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH RESHOT WILL MEET YOUR EXPECTATIONS.

15. LIMITATION OF OUR LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL ENVATO OR ITS GROUP COMPANIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF DAMAGE TO RE



LOSS OF CAPITAL,
TH ANY OTHER

CONTRACT, LOSS OF DATA, OR INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS, DAMAGE OR EXPENSE.

16. CONSUMER LAWS: IN SOME PLACES (SUCH AS THE STATE OF NEW JERSEY), THERE MAY BE NON-EXCLUDABLE WARRANTIES, GUARANTEES OR OTHER RIGHTS. ACCORDINGLY SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF RESHOT OR THESE USER TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF RESHOT.

Dispute resolution

17. Arbitration: Any controversy or claim arising out of or relating to these User Terms, or the breach thereof, shall be settled by binding individual (not class) 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 to be mutually agreed by the parties. Each party shall bear its own costs in the arbitration. Both parties agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack) (iii) any claim arising solely from your alleged failure to pay fees due to Envato. This arbitration provision will survive termination of these User Terms.

18. Class action waiver: YOU AND ENVATO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Envato agree, no arbitrator or judge may consolidate more than one person's claims or, unless both parties agree, may hear any claim for class or representative or relief only in favor

of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Envato acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes under these User Terms.

19. Severance: If a court decides that applicable law precludes enforcement of any of the limitations in this section as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Miscellaneous

20. Relationship between the parties: Nothing in these User Terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and any Group Company, or between you and any other User.

21. Use of Group Company services: We may use the services of another Group Company for any purpose in relation to Reshot.

22. Changes to these terms: We may change these User Terms (and any terms or policies referenced in these User Terms) at any time. We will post the current version of these User Terms on our website. You can also keep track of whether changes have been made by referring to the version and effective date of the User Terms. By continuing to use Reshot after the effective date of the changes, you agree to be bound by the updated terms. If you do not agree with the changes, you should not use Reshot.

23. Changes to our services: We may add, change or remove features or functionality to Reshot or discontinue, temporarily or permanently, Reshot (or any part thereof) at any time with or without notice.

24. Sanctions: We are subject to trade and economic sanctions and laws and regulations that govern the use of our services. These laws or regulations may prohibit us from providing services to you or require that we discontinue making services available to you without notice. By using our services you agree to comply with all trade or economic sanctions, export and import laws and regulations and warrant that: (i) you are not prohibited from accessing our services; and (ii) you are not prohibited from accessing our services. We prohibit anyone who is prohibited from accessing our services from using Reshot or any of our services of any jurisdiction.

25. Assignment: You may not transfer or assign these User Terms or any of your rights or obligations under these User Terms without Envato's prior written consent. Envato may transfer or assign any of its rights and obligations under these User Terms, in whole or in part, at any time with or without notice.

26. Entire agreement: These User Terms (and any policies or agreements referenced in these User Terms) constitute the entire agreement between you and Envato with respect to Reshot. These User Terms supersede any prior representations, agreements, or understandings between you and Envato, whether written or oral, with respect to Reshot including previous versions of the User Terms. The English version of these User Terms will control.

27. Severability: If any individual term of these User Terms is found to be invalid or unenforceable, 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 these User Terms, so that these User Terms shall otherwise remain in full force and effect.

28. Waiver: Envato's express waiver or failure to enforce any provision of these User Terms shall in no way be construed to be a present or future waiver of such provision nor affect Envato's ability to enforce any provision thereafter.

29. Governing law: These User Terms are governed by and shall be construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles.

30. Notices: If you have any queries in relation to these User Terms, please contact us at terms@help.envato.com with the subject line 'Reshot User Terms'. Any notice we send to you may be provided via our website.

Definitions

Envato, we, us or our: Shutterstock, Inc.

Group Companies: Envato and any company that controls, is controlled by or is under common control with Envato. References to a Group Company include any successors (whether by merger, purchase or otherwise) and permitted assigns.

Items: digital goods and other content made available on Reshot to Users.

Reshot: the web-based platform and services made available by Envato at <https://www.reshot.com> including all features, functionalities, website, and other content

offered, provided or made available thereon.

User, you or your: each person who accesses or uses Reshot.

User Terms: the Reshot User Terms set out in this document and the terms of the other documentation specified in section 2, which are incorporated by reference in these User Terms, in each case as amended from time to time.



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