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The current Terms of Service are printed below. To view previous versions of the Terms of Service, [click here](#).

SHUTTERSTOCK

Terms of Service

Shutterstock License Agreement(s)

Dear Shutterstock Customer:

The following Terms of Service ("TOS") 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 Shutterstock (as such term is defined in Section 22 below) and sets forth the rights and obligations with respect to any Content licensed by you. By entering into this TOS, you verify that your country of residence is the same as your billing address.

Please revisit these TOS when you purchase any Content licenses. Shutterstock reserves the right to modify the TOS at any time in its sole discretion. Prior to such changes becoming effective, Shutterstock will use reasonable efforts to notify you of any such change. Such notice may be made by email to the email address on file in your Shutterstock account, an announcement on this page, your login page, and/or by other means. Modifications to these TOS will only apply to prospective purchases (including any automated renewals). By licensing Content following any such modifications, you agree to be bound the TOS as modified.

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IF YOU PURCHASE A ["TEAM SUBSCRIPTION"](#) THE RIGHT TO LICENSE, DOWNLOAD AND USE CONTENT IS LIMITED TO THE NUMBER OF USERS PERMITTED BY THAT TEAM SUBSCRIPTION. SHUTTERSTOCK'S ["PREMIER PLATFORM"](#) GRANTS ACCESS AND USAGE RIGHTS TO UNLIMITED USERS AMONG OTHER ADDITIONAL RIGHTS.

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- "Content" means all content available for license from the Shutterstock website, including Images, Footage, Editorial, and Music (as defined herein.)
- "Footage" means any moving images, animations, films, videos or other audio/visual representations, video elements, visual effects elements, templates, graphics packs, and motion design projects excluding still images, recorded in any format.
- "Image(s)" means still photographs, vectors, drawings, graphics, and the like.
- "Music" means any musical compositions, master recordings, and any other recordings containing sounds or a series of sounds, in all formats, now known and hereinafter developed.
- "Editorial" means still photographs and footage appearing under the Editorial tab/section.
- "Visual Content" shall refer collectively to Editorial, Images, and Footage.

PART I – VISUAL CONTENT LICENSES

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

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- 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.), email marketing 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, including on billboards, street furniture, etc., provided the intended audience for such campaign is less than 500,000 gross impressions.
4. Incorporated into film, video, television series, advertisement, or other audio-visual productions for distribution in any medium now known or hereafter devised, 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 (which rights are in addition to 1-5 above and exclusive to Enhanced Image Licenses):

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.
- iii. 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 a multi-media production displayed or distributed via the web, on social media, using so-called "Apps", or as otherwise disseminated in accordance herewith (see restrictions for distribution limitations), provided the audience for such production does not exceed 500,000;
 2. in connection with a live performance, provided the audience for all such performances does not exceed 500,000 people;
 3. on websites.
- ii. 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](#))
- iii. 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.

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- i. AN EDITORIAL LICENSE grants you the right to make a single, editorial use of an item of Editorial content, which single use may be distributed worldwide, in perpetuity.
- ii. A "single use" for the purposes of this license permits the the use of Editorial content in a single context (i.e., a news story, blog post, page of a publication) a single time, provided you shall have the right to distribute that use in-context across unlimited mediums and distribution channels. For example, the use of Editorial content to illustrate a printed article, maybe reused on a blog, on social media, etc., provided it is in-context to the original printed article. Any use not in-context to the original printed article would require an additional license.
- iii. An "editorial use" for the purposes of this license shall be a use made for descriptive purposes in a context that is newsworthy or of human interest and expressly excludes commercial uses

such as advertising or merchandising.

- iv. Any use of Editorial Content licensed hereunder is further subject to those express restrictions set forth in Part I, Section 4 (prohibiting any use distributed via broadcast/cable/OTT, on publication covers, and in print runs in excess of 500,000).
- v. All Editorial content shall be deemed "Editorial Use Only" for the purposes of this TOS.
- vi. Not all Editorial content is available for license from the Shutterstock website, nor may it be available from all subscriptions. You understand that the Editorial content available for license can change at any time and you shall have no right to demand to license any particular item of Editorial content. If you want to license any Editorial content not available for license from the website, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

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YOU MAY NOT:

- a. Use Visual Content other than as expressly provided by the license you purchased with respect to such Visual Content.
- b. 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.
- c. Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.
- d. Modify Visual Content designated "Editorial Use Only" in a manner that changes the context of what is depicted.
- e. Use Visual Content designated "Editorial Use Only" (including, but not limited to, Editorial content) for commercial purposes, including for reference, in any advertising, merchandise or other non-editorial contexts.
- f. 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.
- g. 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.
- h. Use any Visual Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.
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- a. Use any Footage in a multi-media production distributed via broadcast, cable network, OTT video service (e.g. Netflix, Hulu, Amazon), or in theaters.
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- a. Use any Editorial content in a multi-media production distributed via broadcast, cable network, OTT video service (e.g. Netflix, Hulu, Amazon), or in theaters, or in related promotional materials.
- b. Use any Editorial content on a publication cover, jacket, or other packaging related to the underlying use.
- c. Use any Editorial content in a publication with a print run in excess of 500,000 copies.

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- a. The use of Images and Footage in connection with news reporting, commentary, publishing, or any other "editorial" context, shall be accompanied by an adjacent credit to the Shutterstock contributor and to Shutterstock in substantially the following form:

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

- d. Credit attributions are not required in connection with any other use of Footage or Images unless another stock content provided is afforded credit in connection with the same use. For clarity, attribution is always required for Editorial content.
- e. 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 - MUSIC LICENSES

1. "Production" means all versions of a single audio-visual project or all versions of a single audio-only project in which Music is synchronized to narration in the context of a podcast episode, radio documentary, radio advertisement, or other similar audio-only production.

2. MUSIC LICENSES

Shutterstock grants you a non-exclusive, non-transferable right to synchronize Music in a Production pursuant to the license you purchase (from among the two license types set forth below), and subject to the restrictions set forth in Part II.3 hereof:

- a. **STANDARD MUSIC LICENSE:** A Standard Music License grants you the non-exclusive right to synchronize Music in a Production (and in in-context trailers and promotional materials), distributed

via web based-viewing platforms or used in non-web based "industrial" contexts, which include trade shows, conferences, corporate Events, internal corporate Use, and point of sale.

- b. ENHANCED MUSIC LICENSE: An Enhanced Music License grants you the non-exclusive right to synchronize Music in a Production (and in-context trailers and promotions therefor), solely subject to the restrictions set forth in Section II.3 hereof.
- c. COMP MUSIC LICENSE: A Comp Music License grants you the right to synchronize watermarked Music solely in test, sample, comp, or rough cut evaluation materials related to a Production. The Comp Music License expressly prohibits distributing Music to the public in any form or incorporating Music into any final materials. You may not remove or alter the Shutterstock watermark from Music under any circumstances

3. RESTRICTIONS ON THE USE OF MUSIC.

YOU MAY NOT:

- a. Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute to any third-party the Music or the right to use the Music separate and apart from the Production in which (pursuant to your license) it is embodied;
 - b. Resell, redistribute, provide access to, share or transfer any Music except as specifically provided herein;
 - c. Manufacture, distribute, sell or otherwise exploit "records", CDs, mp3s or any other audio product embodying sound alone which incorporates Music, other than an audio-only Production expressly described in the definition of "Production" above. For the purpose of this subparagraph the term "records" means all forms of reproductions, whether now known or hereafter devised, manufacture or distributed primarily for home use, school use, or juke box use, embodying sound alone (excluding synchronized material);
 - d. Use the Music in connection with other material that is pornographic, defamatory, libelous, obscene, immoral, illegal or that otherwise violates any right(s) of any third party(ies);
 - e. Violate export laws, restrictions or regulations, by shipping, transferring or exporting Music into any country in violation of any export laws, restrictions or regulation;
 - f. Use, sell, sublicense, reproduce, distribute, display, incorporate into or otherwise make Music, in whole or in part, available as, or as part of, production library content, or downloadable files or include the Music or any derivative work incorporating the Music in any other stock product, library, or collection;
 - g. Remix, mashup, or otherwise alter the Music, except that you may engage in basic editing of the Music (e.g., setting start/stop points, determining fade-in/fade-out points, etc.) in connection with the exercise of the license granted under this agreement;
 - h. Use Music in an audio-only Production in which music is the primary content.
4. Except for that Music designated "PRO-free," in the event any public performance licenses are required in connection with your use of the Music authorized under this TOS, you shall be responsible for obtaining such licenses at your sole expense. Notwithstanding anything to the contrary contained in this TOS: (a) in the event the laws of any jurisdiction require that, in order to avoid infringement or the violation of any third party rights, licenses be obtained from collection societies or similar entities for or in connection with activities otherwise authorized under this TOS, you shall be responsible for obtaining and paying for such licenses at your sole expense; and (b) this agreement does not include any so-called "moral rights" or

like rights. You will file complete and accurate "cue sheets" with the appropriate Performing Rights Organization(s) and furnish a copy of each such cue sheet to Shutterstock via email to cuesheets@shutterstock.com. This obligation shall apply to all Music except that Music designated "PRO-free."

5. You may publish Productions incorporating Music on third party "user-generated" content distribution platforms (e.g., YouTube) (each a "UGC Platform"). You may not claim ownership of the Music or otherwise register any Music with any UGC Platform even as synchronized with your own Production. If you become aware that any third party claims any ownership interests in any Music, you agree to promptly notify Shutterstock of each such claim.
6. When incorporating the Music in the type of Production in which copyright attribution is customary, you shall provide credit in substantially the following form:

"[Music Title]' performed by [Artist], used under license from Shutterstock"

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 - c. Editorial content in the original unaltered form and used in full compliance with these TOS and applicable law, will not infringe a third party's copyright, it being understood that the foregoing warranty does not apply to elements depicted in the Editorial content.
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3. SHUTTERSTOCK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS "WARRANTIES AND REPRESENTATIONS" SECTION.

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 2. Enhanced Image Licenses shall be USD \$250,000.
 3. Footage Use Licenses shall be USD \$10,000.
 4. Editorial Licenses shall be USD \$25,000.
 5. Standard or Enhanced Music Licenses shall be USD \$10,000.

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4. 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.

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2. Following the expiration of your subscription plan, such plan will automatically renew on the same terms as your original plan purchase. You can disable automatic renewal at any time prior to renewal using your account settings. You expressly grant Shutterstock the right to charge you for each automatic renewal until you timely disable automatic renewal.
3. If Shutterstock is required to collect indirect taxes (such as sales tax, value-added tax, goods and services tax, et al) under the laws of your state or country of residence, you shall be liable for payment of any such

indirect tax. Where Shutterstock or you are required to collect or remit direct or indirect taxes, you may be required to self-assess said tax under the applicable laws of your country of residence.

4. "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, Content or the right to use Content. You may however, make a one-time transfer of Content to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating Content subject to the terms and conditions herein. If you become aware that any social media website uses any Content in a manner that exceeds your license hereunder, you agree to remove all derivative works incorporating 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 Content. If you become aware of any unauthorized duplication of any Content please notify us via email at support@shutterstock.com.
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6. If you use any 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.
7. 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.
8. 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.
9. 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 legal-notices@shutterstock.com.
10. The number of 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

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11. Unless otherwise specified in the coupon, any coupon or discount code applied to a purchase hereunder shall apply only to the first payment made in connection with such purchase.
12. 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 these TOS, so that these TOS shall otherwise remain in full force and effect.
13. **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.**
14. **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.**
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16. 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 Content is licensed or used by you.
17. Except as specifically provided in Part IV 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 Content contained thereon (whether in contract, tort or otherwise) exceed the monetary amount actually received by Shutterstock from you for the applicable Content license.
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19. Except as expressly set forth in Part III, all 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 Content may contain elements that require additional clearance if the Content is modified or used in a particular context. If you make such modification or use Content in such context, you are solely responsible for obtaining any additional clearances thereby required.
20. Shutterstock does not warrant that the 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 Content is solely with you.

21. **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](#).**

22. Shutterstock contracting party:

a. Visual Content.

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