**VISUAL CONTENT CUSTOM LICENSE**

**Dated**: February 13, 2018

**Customer’s Shutterstock Username**:

**Customer’s Legal Name**: Agricultural Research Organization, Volcani Center

**Address**: Derech HaMaccabim 68, Rishon LeTsiyon, israel ,

**Email Address**: gmichal@volcani.agri.gov.il

**Re: Customized Account with Shutterstock**

To Whom It May Concern:

This Visual Content Custom License (the “Custom License”) constitutes an amendment to the Shutterstock Visual Content License Agreement (the “TOS”) attached as Exhibit A and incorporated herein by this reference, with particular respect to the License set forth therein (the “Visual Content License”). Whereas you wish to purchase a subscription to license Content pursuant to the terms of the Visual Content License, and whereas you wish to amend to the TOS and Visual Content License as hereinafter provided, the parties agree as follows.

All capitalized terms used herein shall have the meanings ascribed to them in the TOS unless such terms are separately defined in this amendment.

1. In consideration of the sum of USD $2,000.00 (the “Subscription Fee”), payable as hereinafter provided, and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, in addition to the rights conferred by the Visual Content License, Shutterstock grants Customer the following additional rights in and to the Shutterstock service and Shutterstock’s Visual Content.
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3. Customer’s account may be accessed by up to 1 authorized users employed by Customer (each an “Authorized User”);
4. During the Term, this Custom License permits Customer’s Authorized Users to download:

|  |  |  |
| --- | --- | --- |
| Visual Content | Quantity | Subtotal |
| Shutterstock Standard License Image Plus | 200 | $2,000.00 |

1. Customer will use its best efforts to prevent its employees and independent contractors, including but not limited to Authorized Users, from using any Visual Content for their own personal or commercial use;
2. Customer will provide Shutterstock with the names of the Authorized Users upon Shutterstock’s reasonable request;
3. The Authorized Users may share Visual Content with other Authorized Users, (for example, by using a “digital asset management system”, secure shared disk drives, and/or secure computer networks) provided Customer implements reasonable security measures to ensure the Visual Content is only accessible to Authorized Users;
4. A breach by an Authorized User of these TOS as amended shall be deemed to be a breach of the TOS by such Authorized User and Customer who shall be jointly and severally liable to Shutterstock.
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By executing this Custom License below where indicated, Customer agrees to be bound by the TOS as

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Shutterstock’s receipt of an executed copy of this Custom License; and ii) payment of the Subscription

Fee.

Sincerely,

Shutterstock

CONSENTED TO AND AGREED

|  |
| --- |
|  Agricultural Research Organization, Volcani Center |
| By: | \s1\ |
| Name: | \cn\_1\_cn\ |
| Title:  | \ct\_1\_ct\ |
| Date: | \d1\ |

**Exhibit A**

**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.

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* "Content" means all content available for license from the Shutterstock website, including Images, Footage, and Music (as defined herein.)
* "Footage" means any moving images, animations, films, videos or other audio/visual representations, 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.
* "Visual Content" shall refer collectively to Images and Footage.

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			3. As part of an "Out-of-Home" advertising campaign, provided the intended audience for such campaign is less than 500,000 gross impressions.
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			2. in connection with a live performance, provided the audience for all such performances does not exceed 500,000 people;
			3. on websites.

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	3. Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.
	4. Modify Visual Content designated "Editorial Use Only" in a manner that changes the context of what is depicted.
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* 1. 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.
	2. 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.

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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.
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	2. 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.
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	3. 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 primary for home use, school use, or juke box use, embodying sound alone (excluding synchronized material);
	4. 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);
	5. Violate export laws, restrictions or regulations, by shipping, transferring or exporting Music into any country in violation of any export laws, restrictions or regulation;
	6. 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;
	7. 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;
	8. Use Music in an audio-only Production in which music is the primary content.
1. 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."
2. 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.
3. When incorporating the Music in the type of Production in which copyright attribution is customary, you shall provide credit in substantially the following form:

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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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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.
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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.**
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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**](http://www.ic3.gov/)**, the internet crime complaint center, a partnership between the**[**Federal Bureau of Investigation (FBI)**](http://www.fbi.gov/)**and the**[**National White Collar Crime Center**](http://www.nw3c.org/)**.**
22. Shutterstock contracting party:
	1. Visual Content.
		* if you are located in the United States or Canada, or if you created your account before August 3, 2015, "Shutterstock" means Shutterstock, Inc., a Delaware corporation with its office at Shutterstock, Inc., 350 Fifth Avenue, 21st Floor, New York, NY 10118, United States.
		* if you are not located in the United States or Canada, and created your account on or after August 3, 2015, "Shutterstock" means 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.
	2. Music. If you are licensing Music, "Shutterstock" means Shutterstock Music Canada ULC, with an address at 4398 St-Laurent, Suite 103, Montreal, QC H2W 1Z5, Canada

EFFECTIVE DATE: January 23, 2018

**Exhibit B**

**Shutterstock Privacy Statement**

Last updated on May 10, 2018

This Privacy Statement describes how Shutterstock manage personal information and respect your privacy. This policy may be amended from time to time. We encourage visitors to and users of our sites to regularly review our Privacy Policy.

All "**Personal Information**” (which is defined as any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains) that we collect and maintain will be subject to this Privacy Policy, as amended from time to time. To update your information and preferences, see the section entitled ["Updating Your Personal Information and Privacy Preferences."](https://www.shutterstock.com/privacy#anchor_updating_personal_information)

When we refer to “**Shutterstock**”, we mean the Shutterstock entity that acts as the controller or processor of your information, as explained in more detail in the “Entities Collecting Personal Information” section below.

Privacy Shield Framework

Shutterstock participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield. Shutterstock is committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, respectively, in reliance on the Privacy Shield Framework, to the Framework’s applicable Principles. To learn more about the Privacy Shield Frameworks, visit the U.S. Department of Commerce’s Privacy Shield List. [<https://www.privacyshield.gov/list>]

Shutterstock is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Shutterstock complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Shutterstock is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, Shutterstock may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the Privacy Shield website [<https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint>], you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

ENTITIES COLLECTING PERSONAL INFORMATION

Shutterstock is made up of different legal entities. This privacy notice is issued on behalf of the Shutterstock group of companies so when we mention “Shutterstock”, "we", "us" or "our" in this privacy notice, we are referring to the relevant company in the Shutterstock Group responsible for processing your data. The applicable Terms of Service or License Agreement you enter into with Shutterstock will govern which Shutterstock company is the controller of your data. Personal Information on this website is collected by Shutterstock, Inc., Empire State Building, 350 Fifth Avenue, 21st Floor, New York, NY 10118, USA and its telephone number is 1-866-663-3954.

We have appointed a data protection officer (DPO) for the Shutterstock Group who is responsible for overseeing questions in relation to this privacy notice. If you have any questions, concerns, or requests about this privacy notice, how we manage your Personal Information, or any other issue relating to your Personal Information, please contact our DPO:

Shutterstock, Inc.

Attn: Data Protection Officer

privacy@shutterstock.com

350 Fifth Avenue, 21st Floor, New York, NY 10118

Telephone number: 1-866-663-3954

<https://www.shutterstock.com/contactus>

|  |
| --- |
| **Data Controller (Location of****Incorporation or Organization)** |
| Shutterstock, Inc. (US)**Properties**[www.shutterstock.com](http://www.shutterstock.com)[www.offset.com](http://www.offset.com)[www.bigstockphoto.com](http://www.bigstockphoto.com) |
| Rex Features Ltd. (UK)**Properties**[www.rexfeatures.com](http://www.rexfeatures.com) |
| Shutterstock Music Canada ULC (Canada)**Properties**[www.premiumbeat.com](http://www.premiumbeat.com)[www.rocketstock.com](http://www.rocketstock.com) |
| Shutterstock Custom Platform ULC (Canada)**Properties**custom.shutterstock.com |

COLLECTION OF PERSONAL INFORMATION

As a visitor to the Site, you can engage in many activities without providing any Personal Information.

However, when you register to use a Shutterstock site and order products or services as a Shutterstock subscriber in order to provide the services to you, we may collect the following Personal Information from you:

* Contact information such as your name, phone and fax numbers, address and email address; and
* Billing information such as the number, expiration date, card type and billing address of your credit card;
* Demographic information such as your job title, job description and company name and company type; and
* Profile data, including your username and password, details about your purchases and the Content that you license from us.

If you submit content to Shutterstock for licensing, you may be asked to provide the following information:

* Contact information such as your name, phone number, primary address, and email address.
* Shutterstock may verify this information by asking you to either: a) upload a scan of a government issued ID (which will be stored securely on our servers); or b) provide a credit card number. Your credit card number will be used solely for the purpose of verifying your name and address. The credit card number will not be stored.
* Payment and contributor information including, but not limited to, payout method, payout email, desired display name, content focus, and information about your skill level process.

Depending upon the activity, some of the information that we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

As is true of most websites, when you use the Site, Shutterstock or third party subprocessors contracted by Shutterstock may also collect certain technical and routing information about your computer to facilitate your use of the Site and its services. For example, we may log environmental variables, such as browser type, operating system, CPU speed, and the Internet Protocol (IP) address of your computer. We use these environmental variables to facilitate and track your use of the Site and its services. Shutterstock also uses such environmental variables to measure traffic patterns on the Site. To better understand the needs of our visitors to the Site we may occasionally match such information with your Personal Information.

In order to reduce errors in our database, authenticate our users, and prevent abuse of our system, we may on occasion supplement the Personal Information you submit to us with information from third-party sources. For example, we may supplement your contact information with address information provided by the U.S. Postal Service to qualify your information and prevent errors in our database. We may supplement the information that we collect directly from you with information stored in third-party databases, such as demographic information or company information in order to make it more likely that any marketing communications we send will be relevant and of interest to you. You may find a list of any third-party sub processors that we use to process information [here](https://assets.ctfassets.net/o59xlnp87tr5/7f4qqCOpNuCUSmUeKAeaCW/7103c629c8a249e5526bc132364e1e9b/Shutterstock_List_of_Subprocessors.pdf).

When you download and use our Mobile Apps or Services, we automatically collect information on the type of device you use, and operating system version. We do not ask for, access or track any location-based information from your mobile device at any time while downloading or using our Mobile Apps or Services.

UPDATING YOUR PERSONAL INFORMATION AND PRIVACY PREFERENCES

Upon request Shutterstock will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information. To request this information please contact us at privacy@shutterstock.com.

You have the right to access and correct, or delete your Personal Information and privacy preferences at any time. This may be accomplished by clicking on the link, ["My Account"](https://www.shutterstock.com/account/profile), where you can view and make changes to most of your Personal Information immediately. If you are a contributor, you can change your profile [here](https://submit.shutterstock.com/admin.mhtml). For security purposes, certain Personal Information can only be changed by [contacting support](https://www.shutterstock.com/contactus). We will respond to your request promptly within a reasonable timeframe.

HOW YOUR PERSONAL INFORMATION IS USED

Shutterstock collects your information in order to provide services to you, comply with our legal obligations, and to improve our products and services. We do not sell, rent or share your personally identifiable information to or with third parties in any way other than as disclosed in this Privacy Policy. Shutterstock may use this information to:

* Process your financial transactions.
* Send you order / renewal confirmations.
* Register your rights, if any, to technical support or other benefits that may be made available to registered users.
* Respond to customer service requests, questions and concerns.
* Administer your account.
* Send you requested product or service information.
* Keep you informed about special offers and services of Shutterstock and selected third parties.
* Administer promotions and sweepstakes you enter and notify you of the results.
* Investigate, prevent or take action regarding illegal activities and/or violations of our Terms of Service.
* Meet our research and product/service development needs and to improve our Site, services and offerings; and
* Customize your experience, including targeting our services and offerings to you.

We store information that we collect through cookies, log files, transparent images, and/or third party sources to create a summary of your preferences. We tie your personally identifiable information, and/or your membership usage history, to information in the summary, in order to provide tailored promotions and marketing offers, to improve the content of the site for you and/or to determine your preferences.

In certain situations, Shutterstock may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Where required by law (e.g., to comply with a subpoena, warrant, court order, or legal process served on Shutterstock), and when we believe that disclosure is necessary to protect our rights, avoid litigation, protect your safety or the safety of others, investigate fraud, and/or respond to a government request. We may also disclose information about you if we determine that such disclosure should be made for reasons of national security, law enforcement, or other issues of public importance.

INFORMATION SHARING WITH SERVICE PROVIDERS / AGENTS

Shutterstock uses one or more outside credit card processing companies to bill you for our goods and services. To the best of our knowledge, these companies do not retain, share, store or use personally identifiable information for any other purpose.

We also share Personal Information with certain companies that perform services on our behalf. We only share the Personal Information which is necessary for them to perform those services. We require any company with which we may share Personal Information to protect that data in a manner consistent with this policy and to limit the use of such Personal Information to the performance of services for Shutterstock. You may find a list of these third-party subprocessors [here](https://assets.ctfassets.net/o59xlnp87tr5/7f4qqCOpNuCUSmUeKAeaCW/7103c629c8a249e5526bc132364e1e9b/Shutterstock_List_of_Subprocessors.pdf)

We do not sell or otherwise provide Personal Information to other companies for the marketing of their own products or services.

DATA RETENTION

We will retain your information for as long as your account is active, your informationis needed to provide you services, or as required to fulfill our legal obligations. If you wish to delete your account or request that we no longer use your information to provide you services contact us at privacy@shutterstock.com. We will respond to your request within 30 days. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

CHOICE / OPT OUT

You may "opt out" of receiving Shutterstock's email updates, newsletters and/or partner emails by clicking on the ["My Account"](https://www.shutterstock.com/account/profile) link on the Site and making the appropriate selections. The choice to opt out of such communications is also generally available during the sign-up process. Shutterstock will still contact you when there are changes to the Terms of Service or Submitter Terms of Service, as applicable. In addition, we will still send you service-related announcements including, but not limited to, a registration email, benefit notification emails, emails automatically triggered by actions you took on the Site and bill related notices. Generally, you may not opt-out of these communications, which are not promotional in nature. If you wish not to receive them, you have the option of deactivating your account.

If you use a Shutterstock mobile app, we may send you push notifications from time-to-time in order to update you about any events or promotions that we may be running. If you no longer wish to receive these types of communications, you may turn them off at the device level.

PROTECTION OF YOUR PERSONAL INFORMATION

The Personal Information that you provide in connection with the use of the Site is protected in several ways.

* Access by you to your account profile is available through a password and unique customer ID selected by you. This password is encrypted. You should strive to use a strong, alpha-numeric password which you should not divulge to anyone.
* Your Personal Information resides on secure servers that only selected Shutterstock personnel and contractors have access to via password.
* Your Personal Information is encrypted whenever it is transmitted to Shutterstock.
* When you enter sensitive information (such as credit card number) on our registration or order forms, we encrypt that information using transport layer security technology.

We strive to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we take into account the sensitivity of the Personal Information we collect, process and store, and the current state of technology to use these measures protect your Personal Information, we cannot guarantee its absolute security.

If you have any questions about security on our Web Sites, you can send email to us at privacy@shutterstock.com.

COOKIE AND TRACKING TECHNOLOGIES

The Site may automatically collect information as you browse, such as Internet Service Provider, browser type and version, operating system and device type, average time spent on our site(s), pages viewed, information accessed, the Internet Protocol (IP) address used to connect your computer to the Internet and other relevant statistics. Such information is sometimes referred to as web analytics and/or clickstream data.

We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you, to improve marketing, analytics, and provide site functionality.

Technologies such as: cookies, beacons, tags and scripts are used by Shutterstock and our affiliates, analytics services and service to provide site features and functionality. These technologies are used in analyzing trends, administering the site, tracking users’ movements around the site and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis.

* A cookie is a small, unique text file that a website can send to your computer when you visit a site. We may use session cookies, which terminate when a user closes his or her browser, and/or persistent cookies, which remain on the user's computer until manually deleted. Most web browsers can either alert you to the use of cookies or refuse to accept cookies entirely. If you do not want us to deploy cookies to your browser, you can set your browser to reject cookies or to notify you when a website tries to put a cookie on your computer. Rejecting cookies may affect your ability to use the Site.
* We partner with a third party to either display advertising on our Web site or to manage our advertising on other sites. Our third party partner may use technologies such as cookies to gather information about your activities on this site and other sites in order to provide you advertising based upon your browsing activities and interests. If you wish to not have this information used for the purpose of serving you interest-based ads, you may opt-out by clicking [here](http://preferences-mgr.truste.com/) (or if located in the European Union click [here](http://www.youronlinechoices.eu/)) Please note this does not opt you out of being served ads. You will continue to receive generic ads.

We enable you to create a profile for accessing blogs or online communities for sharing information such as messages, photos and videos. Please note that we cannot control the actions of others with whom you may choose to share your pages and information. Any information you post to a public bulletin board or chat room, such as the Forum For Contributors (the "Forums"), is available to all persons accessing that location. To request removal of your personal information from our blog or community forum, contact us at privacy@shutterstock.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why. Alternatively, if you used a third party application to post such information, you can remove it, by either logging into the said application and removing the information or by contacting the appropriate third party application.

Your email address will not automatically be posted on the Forums unless you modify the default setting to permit that. Your email address will then be available to all persons accessing the Forums. In addition, any information that you choose to include in your profile can be viewed by all visitors to the Forums. You can change your profile [here](https://submit.shutterstock.com/forum/profile.php?mode=editprofile).

We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personally identifiable information you submit within the mobile application.

CHANGES IN PRIVACY POLICY

Shutterstock reserves the right to amend the Privacy Policy from time to time at its sole discretion and will provide notice by email or on the home page of the Site when we make material changes to this Privacy Policy prior to the change becoming effective. If as the result of such changes, you want to alter the ways in which Shutterstock is allowed to use your Personal Information, you can do so by following the procedure described in the section entitled ["Updating Your Personal Information and Privacy Preferences."](https://www.shutterstock.com/privacy#anchor_updating_personal_information)

You will be deemed to have been made aware of, and will be subject to, any material changes to the Privacy Policy after such notice has been posted with the following exception: If at the time you provide Personal Information to Shutterstock you are given the opportunity (as you currently are) to limit how such information will be used to communicate with you, either by Shutterstock or by third parties, Shutterstock will not change your preference in this regard without your express consent. However, if Shutterstock is acquired by or merged with another entity, Shutterstock may provide to such entity customer information that is related to that part of our business that was sold to or merged with the other entity without your consent, but Shutterstock will provide notice of such asset sales, acquisitions, or mergers on this Site.

LINKS TO THIRD PARTY SITES

Our Site includes links to other Web sites whose privacy practices may differ from those of Shutterstock. If you submit personal information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Web site you visit.

SOCIAL MEDIA WIDGETS

Our Web sites may include Social Media Features, such as the Facebook Like button and Widgets, such as the Share this button or interactive mini-programs that run on our site. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

SINGLE SIGN-ON

You may be able to log in to our site using sign-in services such as Facebook Connect or an Open ID provider. These services will authenticate your identity and provide you the option to share certain personal information with us such as your name and email address to pre-populate our sign up form. Services like Facebook Connect give you the option to post information about your activities on this Web site to your profile page to share with others within your network.

REFERRAL PROGRAM EMAILS

If you choose to use our referral service to tell a friend about our Site, we will ask you for your friend's name and email address. We will automatically send your friend a one-time email inviting him or her to visit the Site. Shutterstock stores this information for the sole purpose of sending this one-time email and tracking the success of our referral program.

Your friend may contact privacy@shutterstock.com to request that we remove this information from our database.

CHILDREN

We do not intend to solicit or collect Personal Information from anyone under the age of 18. If you are under 18, do not enter information on this site or engage our services. If you believe a child of yours under the age of 18 has entered Personal Information please contact support@shutterstock.com to have the data removed and terminate the child’s account.

PRIVACY COMPLAINTS

Individuals located in certain countries, including the European Economic Area, have certain statutory rights in relation to their personal data. Subject to any exemptions provided by law, you may have the right to request access to Information, as well as to seek to update, delete or correct this Information.

To the extent that Shutterstock’s processing of your Personal Data is subject to the EU General Data Protection Regulation, Shutterstock relies on its legitimate interests, described above, to process your data. Where Shutterstock processes certain Personal Data for Shutterstock’s own direct marketing purposes, you have a right to object to Shutterstock’s use of your Personal Data for this purpose at any time by clicking on the link, ["My Account"](https://www.shutterstock.com/account/profile) and opting out from receiving all email. If you are a contributor, you can change your profile [here](https://submit.shutterstock.com/admin.mhtml). You may also object to processing by emailing privacy@shutterstock.com.

Shutterstock takes its users' privacy concerns seriously. If you believe that Shutterstock has not complied with this Privacy Policy with respect to your Personal Information, you may contact the Data Protection Officer at Shutterstock, Inc., Empire State Building, 350 Fifth Avenue, 21st Floor, New York, NY 10118, USA. In your letter please describe in as much detail as possible the ways in which you believe that the Shutterstock Privacy Policy has not been complied with. We will investigate your complaint promptly. If you do not receive acknowledgment of your complaint or your complaint is not satisfactorily addressed, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this Web site, you can contact our Data Protection Officer at privacy@shutterstock.com.

**Shutterstock, Inc.**

Attn: Data Protection Officer

privacy@shutterstock.com

350 Fifth Avenue, 21st Floor, New York, NY 10118

Telephone number: 1-866-663-3954

<https://www.shutterstock.com/contactus>

**SHUTTERSTOCK, INC.
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	2. Shutterstock may change these Terms of Use from time to time. Your continued access or use of the Site constitutes your acceptance of such changes. Your access and use of the Site will be subject to the current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. Please regularly check the "Terms of Use" link on the home page of shutterstock.com to view the then-current terms. If you breach any of the Terms of Use, your license to access or use this Site shall automatically terminate.
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	2. Nothing contained herein grants or shall be construed to grant you any rights to use any Shutterstock Trademark, unless expressly conferred by these Terms of Use.
	3. You agree that you will not use Shutterstock's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Shutterstock.
	4. You agree that you will not contest or otherwise challenge (e.g., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Shutterstock Trademarks or the Trademark rights claimed by Shutterstock.
	5. You agree that you will not use any Shutterstock Trademark or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, or as a metatag, keyword, or any other type of programming code or data.
	6. You may not at any time, adopt or use, without Shutterstock's prior written consent any word or mark which is similar to or likely to be confused with Shutterstock's Trademarks.
	7. The look and feel of the Shutterstock website, including all page headers, custom graphics, button icons, and scripts, is the trade dress and/or trademark or service mark of Shutterstock and may not be copied, imitated or used, in whole or in part, without the prior written consent of Shutterstock.
	8. All other trademarks, product names, and company names or logos used or appearing on the Shutterstock website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Shutterstock, unless expressly so stated.
	9. You may not use a Shutterstock trademark, logo, Image or other proprietary graphic of Shutterstock to link to the Shutterstock website without the prior written consent of Shutterstock.
	10. You may not frame or hotlink to the Shutterstock website or any Image without the prior written consent of Shutterstock.
4. **INFORMATION YOU PROVIDE**
	1. Shutterstock (or third parties acting on its behalf) may collect information related to your use of the Site. Third-party platforms through which you access the Site may collect information related to your use of such third-party platform and make such information available to Shutterstock subject to your agreement with the applicable third-party platform. Shutterstock’s collection and use of all such information shall at all times conform to this Terms of Use, the Shutterstock Privacy Policy, and applicable law.
	2. Shutterstock will use and protect your personal information, such as your name and address, in accordance with the Shutterstock Privacy Policy, the contents of which are incorporated by reference into these Terms of Use.
5. **YOUR CONTENT**
	1. For any image, footage, text, audio, or any other content that you upload or post to the Site (“Your Content”), you represent and warrant that: (i) you have all necessary rights to submit Your Content to the Site and grant the licenses set forth herein; (ii) Shutterstock will not need to obtain licenses from any third party or pay royalties to any third party with respect to Your Content; (iii) Your Content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) Your Content complies with these Terms of Use and all applicable laws.
	2. By uploading Your Content, you grant Shutterstock a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from Your Content for the purpose of allowing you to edit and display Your Content using the Site and archiving or preserving Your Content for disputes, legal proceedings, or investigations. The above licenses will continue unless and until you remove Your Content from the Site, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely.
	3. You may not upload, post, or transmit any video, image, text, audio recording, or other content that:
		* Infringes any third party's copyrights or other intellectual property rights or any right of publicity or privacy;
		* Contains any pornographic, defamatory, or otherwise unlawful or immoral content.
		* Exploits minors;
		* Depicts unlawful or violent acts;
		* Depicts animal cruelty or violence towards animals;
		* Promotes fraudulent schemes or gives rise to a claim of deceptive advertising or unfair competition; or
		* Violates any law, statute, or regulation.
	4. You may not use any Shutterstock Content for any purpose without first obtaining a license to use such Shutterstock Content. Any use of Shutterstock Content by you shall be governed by the applicable license agreement separately entered into between you and Shutterstock. Displaying and/or distributing to the public any watermarked or unlicensed Shutterstock Content (whether incorporated into a derivative work or alone) constitutes copyright infringement.
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7. **LIMITATIONS**
	1. You agree that you shall not:
		* Engage in any conduct that shall constitute a violation of any law or that infringes the rights of Shutterstock or any third party.
		* Violate any applicable laws or regulations related to the access to or use of the Site, or engage in any activity prohibited by these Terms of Use.
		* Violate the rights of Shutterstock or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
8. **RESTRICTION AND TERMINATION OF USE**
	1. Shutterstock may block, restrict, disable, suspend or terminate your access to all or part of the Site and/or Shutterstock Content at any time in Shutterstock's discretion, without prior notice or liability to you. Any conduct by you that, in Shutterstock’s sole discretion, restricts or inhibits any other person or entity from using or enjoying the Site is strictly prohibited and may result in the termination of your access to the Site without further notice.
9. **LINKS TO THIRD PARTY SITES**
	1. **In the event that the Site is available through any third-party platform, or if Shutterstock provides links from the Site to any third-party platform or permits any third party to link from its platform to the Site, you understand and agree that Shutterstock makes no warranty of any kind, express or implied, and accepts no responsibility for any content or practices of such third parties or their platforms. Such platforms are not under the control of Shutterstock, and Shutterstock provides and/or permits these links only as a convenience to you. The inclusion of any link does not imply affiliation, endorsement, or adoption by Shutterstock.**
10. **WARRANTIES AND DISCLAIMERS**
	1. **Your use of the Site is at your own risk. The Site is provided by Shutterstock under these terms of use "as is" without warranty of any kind, either express, implied, statutory or otherwise. Shutterstock expressly disclaims any and all warranties of any kind, whether express or implied, to each and any service available from the Site, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Shutterstock makes no warranty that: (i) the Site will meet your requirements; (ii) access to the Site will be uninterrupted; (iii) the quality of the Site will meet your expectations; and (iv) any errors or defects in the site, services or materials will be corrected. Shutterstock makes no representations or warranties that the Site will be permitted in your jurisdiction, that any of Your Content submitted by you will be available through the Site or will be stored by the Site, that the Site will meet your needs, or that Shutterstock will continue to support any particular feature of the Site. To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the Site, and no warranties shall apply after such period.**
11. **INDEMNIFICATION**
	1. You agree to indemnify and hold harmless Shutterstock, its subsidiaries, affiliates, licensors, employees, agents, third party information providers, Submitters and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your conduct, your use or inability to use Site, your breach or alleged breach of the Website Terms of Use or of any representation or warranty contained herein, your unauthorized use of the Shutterstock Content, or your violation of any rights of another.
12. **MISCELLANOUS**
	1. 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 2014 Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution (excluding Article 30(3) of the said Rules) 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 emergency injunctive or other relief against you in the event that, in the opinion of Shutterstock, such action is necessary or desirable. These Terms of Use 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.
	2. In the event of any conflict between these Terms of Use and any license agreement you enter with Shutterstock, the terms of such license agreement shall control.
	3. These Terms of Use shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. The invalidity or unenforceability of any part of these Terms of Use shall not affect the validity or enforceability of the balance hereof.