**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:

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

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|  |  |  |
| --- | --- | --- |
| Visual Content | Quantity | Subtotal |
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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:

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* "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.
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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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:privacy@shutterstock.com).

**Shutterstock, Inc.**

Attn: Data Protection Officer

[privacy@shutterstock.com](mailto: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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   3. Unless you enter into a license agreement with Shutterstock you may not download, distribute, display and/or copy any Shutterstock Content.
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3. **SHUTTERSTOCK TRADEMARKS**
   1. For the purposes of these Terms of Use, the term, "Trademark(s)" means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Shutterstock.
   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.
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    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.