

Photo Stock by Pavel Nesvadba License Agreement(s)

Terms of Service

The current Terms of Service are printed below.

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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 Part V Section 24 below) and sets forth the rights and obligations with respect to any Content licensed by you.

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- "Content" means all content available for license from the Photo Stock by Pavel Nesvadba website, including Images, Video, and Editorial (as defined herein.)
- "Video" 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 (a/k/a "Footage" in prior versions of the TOS).
- "Image(s)" means still photographs, vectors, drawings, graphics, and the like.
- "Editorial" means still photographs and video appearing under the Editorial tab/section.
- "Visual Content" shall refer collectively to Editorial, Images, and Video.

PART I – VISUAL CONTENT LICENSES

- Photo Stock by Pavel Nesvadba 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:

a. IMAGE LICENSES

- i. A STANDARD IMAGE LICENSE grants you the right to use Images:
 1. As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), 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-section 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, 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 50,000 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 50,000 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 us.
(Email: pavel.nesvadba@me.com)

b. VIDEO LICENSES

- i. A STANDARD VIDEO USE LICENSE grants you the right to use Video:
 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 50,000, it being understood that the use of Video in a multi-media production distributed via broadcast, cable network, OTT video service (e.g. Netflix, Hulu, Amazon), or in theaters is expressly prohibited under this license, irrespective of audience size;
 2. in connection with a live performance, provided the audience for all such performances does not exceed 50,000 people;

3. on websites.
- ii. AN ENHANCED VIDEO USE LICENSE grants you the right to use Video:
1. in a multi-media production displayed or distributed via the web, on social media, using so-called "Apps", and expressly including the right to distribute via broadcast, cable network, OTT video service (e.g. Netflix, Hulu, Amazon), or in theaters, with no limitation on audience size;
 2. in connection with a live performance, with no limitation on audience size;
 3. In Digital Templates for resale, for up to (but not exceeding) 500 licenses to such digital templates;
 4. on websites.
- iii. If the Video Use License does not grant the rights you require, please contact us.
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- iv. A VIDEO COMP LICENSE grants you the right to use watermarked, low resolution Video as a comp (the "Comp Video") solely in test, sample, comp, or rough cut evaluation materials. Video Comp Licenses do not permit you to display or distribute to the public or incorporate into any final materials any such Video. Comp Video can be edited, but you may not remove or alter the Shutterstock watermark. Comp Video is available to license under the Video Use License at the time it is downloaded as Comp Video, but Proto Stock

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- v. All Editorial content shall be deemed "Editorial Use Only" for the purposes of this TOS.
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- RESTRICTIONS ON USE OF VISUAL CONTENT 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.

- i. Falsely represent, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than the copyright holder(s) of that Visual Content.

- **RESTRICTIONS SPECIFIC TO VIDEO**

- a. Use "stills" derived from Video except solely in connection with the in-context marketing, promotion, and advertising of your derivative works incorporating Video.

- **RESTRICTIONS SPECIFIC TO EDITORIAL**

- 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 50,000 copies.

- **CREDIT AND COPYRIGHT NOTICES**

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

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- b. Editorial credits shall take the following form:
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- c. If and where commercially reasonable, the use of Images or Video in Merchandise or an audio-visual production shall be accompanied by a credit to Photo Stock by Pavel Nesvadba in substantially the following form:
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- d. Credit attributions are not required in connection with any other use of Video 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.

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- If you have questions about the foregoing, please contact us. (Email:pavel.nesvadba@me.com)
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- 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.
- If any individual term of this 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 this TOS, so that this TOS shall otherwise remain in full force and effect.
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