

This is an agreement between SHUTTERSTOCK MUSIC CANADA ULC, doing business as RocketStock.com (“RocketStock”) and you, the licensee (“you”). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity.

By using our website and/or purchasing one of our licenses, you agree to be bound by the terms and conditions of the following End User License (the “Agreement”):

## **Definitions**

For the purpose of this Agreement, the following definitions will apply:

A “Product” is any item licensed through RocketStock.com, including but not limited to templates, graphics packs, audio files and motion design projects which are compatible with the Adobe After Effects® software application.

A “New Media Project” is a production which makes use of new media or multimedia platforms, and includes but is not limited

to online videos, videos on social media, company websites, video sharing sites, Internet advertisements, corporate training videos, online tutorials, e-learning tools, slideshows, internal corporate presentations and films.

### **RocketStock Non-Exclusive 'Unlimited License'**

RocketStock hereby grants you a personal, non-exclusive, perpetual, worldwide right to use each Product licensed by you in an unlimited number solely in New Media Projects created by you. In consideration of such license, you hereby agree to pay RocketStock a certain license fee according to our website rates. Please see our license page for current pricing.

### **Limitations of Use**

You may not:

- sell, assign, transfer, share, sublicense or otherwise redistribute any Product, or the right to use any Product, to any third party, except solely as embodied within a New Media Project created by you;

- sell, assign, transfer, share, sublicense or otherwise redistribute any Product in a manner that is competitive with RocketStock.com, including as, or as part of, a digital

template;

charge a client or third party for customization services for less than the cost of the actual Product;

represent, expressly or by way of reasonable implication, that any Product was created by you or a person other than the copyright holder(s) of that Product;

use a Product in connection with any New Media Project that is pornographic, defamatory, or could be considered libelous, obscene, or illegal;

use a Product in a manner that infringes upon any third party's trademark or other intellectual property right, or would give rise to a claim of deceptive advertising or unfair competition; or

use a Product, or any part thereof, as a trademark, service mark, logo, or other indication of origin;

render the Product through a service that allows a third party to customize a digital or physical product to their specific needs, such as an "on demand", "made to order" or "build it yourself" service.

## **Ownership**

You hereby acknowledge that RocketStock is and remains the owner of all right, title and interest in each Product licensed by

you, including without limitation any copyrights therein. Each Product is protected by and subject to Canadian and international copyright laws. RocketStock retains the right to sell licenses to the Products to third parties at its discretion.

### **Warranties and Representations**

All Products are 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.

Notwithstanding the foregoing, RocketStock warrants that it has the right to grant the license granted hereunder.

### **Limitation of Liability**

In the event of a claim arising from the use of a Product, RocketStock’s total liability to you under this Agreement shall be limited to the fee paid hereunder by you to RocketStock for the license to such Product.

In the event that RocketStock gets a notice that any Product may be subject to a claim of infringement, upon notice from

Rocketstock, you will immediately stop using the Product, delete or remove the Product from your premises, computer systems and storage (electronic or physical), and ensure that your clients do likewise. In such event, RocketStock's sole obligation will be to provide you with a comparable Product (which comparability will be determined by RocketStock in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

### **Availability**

RocketStock makes no representations or warranties that all Products will be available at all times. RocketStock may discontinue licensing certain Products at its sole discretion.

### **Taxes**

Except for purchases made within the Canadian territories, fees charged by Rocketstock hereunder do not include any taxes, duties or other government charges. You are solely responsible for any such taxes, duties or other charges, including without limitation, sales and use taxes and value added taxes.

### **General Provisions**

This Agreement shall be governed by and construed according to the laws of the Province of Quebec, Canada, and the Parties hereby acquiesce to the jurisdiction of the courts of the judicial district of Montreal. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

It is expressly understood and agreed that this Agreement 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.