

End User License Agreement

A. Your Rights. We (Footage Firm, Inc., the operator of storyblocks.com, videoblocks.com, graphicstock.com, and audioblocks.com) grant you a perpetual, worldwide, limited, non-exclusive, non-transferable right to incorporate the Stock Files you obtain from us into a work you create. You may incorporate our Stock Files into any project, including feature films, broadcast, commercial, educational, print, multimedia, games, merchandise, and the internet. Once you incorporate a Stock File into your project, you can share your finished project freely, but you may not share the underlying individual Stock File as a standalone file with a third party. (However, you can share the Stock Files with your client or other third party for the limited purpose of getting their help with your specific project, assuming you are adding substantial value to the project apart from the Stock Files. Otherwise, they need their own license.) You also agree to use your best efforts to secure the Stock File from being accessed by a third party as a standalone file, but since that's not always possible, your inability to prevent copying will not be considered a breach of this License.

B. Our Guarantee. We promise that if you use our Stock Files as described in this License, your use will not infringe on the rights (such as copyrights) of a third party (the "Limited Warranty"). We'll also put our money where our mouth is. In fact, we will provide you up to \$20,000 in indemnification if you incur any direct damages from our breaking this promise. Because that's a big number, we need to make a few things clear, so here come some capital letters. **IN NO EVENT, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL BREACHES OF THE LIMITED WARRANTY WILL BE LIMITED TO THE LESSER OF THE ACTUAL, DIRECT DAMAGES SUFFERED BY YOU DIRECTLY ARISING FROM SUCH BREACH AND TWENTY THOUSAND DOLLARS.**

Note that trademarks, logos, or copyrights depicted *within* our Stock Files are not covered by this guarantee. For example, if one of our videos depicts someone holding a brand-name beverage, that label may be protected by copyright and trademark law and should be used at your own risk. (We wouldn't want you to think that this License lets you reprint Coca-Cola cans.)

C. Limitations. There are a few other limitations we have put in place to protect our artists and other customers:

1. You cannot sell, license, or redistribute our Stock Files, nor can you build your own stock media site with our files. You cannot create a trademark or logo based on our Stock Files. You cannot use automation, such as computer scripts, to download or "scrape" high volumes of our Stock Files. Finally, you cannot use the Stock Files to harm minors, to encourage violence, or for an unlawful purpose, such as defamation.
2. For Stock Files that depict identifiable people ("Models"), you must not depict the Models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether the depiction of the Models themselves is offensive, not whether your project as a whole may be offensive. For example, you could use Stock Files with Models in a documentary about a rare and embarrassing medical condition, but you should not depict the Models in a way that suggests they *personally* carry the condition, unless our video clip already depicts them that way.
3. For our audio Stock Files, your license does not restrict your right of public performance, but a cue sheet may be required to satisfy the requirements of Performance Rights Organizations ("PROs"). Also, this License allowed you to use our audio clips in YouTube videos, but since we are not associated with YouTube, we cannot prevent other people from incorrectly claiming that your video violates a copyright. If you get such a claim, let us know, and we will make our best efforts to help you resolve the problem. Still, platforms like YouTube could block your content for reasons beyond our control.
4. Some Stock Files may have additional restrictions, such as "editorial use only," which will be noted in the clip's details.

D. Other Legal Provisions. This part may not be fun to read, but it's important nevertheless.

1. This Agreement will be governed by the laws of the State of Delaware, excluding its body of law relating to conflicts of law and copyright law. If any provision of this Agreement is found invalid, the other provisions will not be affected.
2. Except for claims brought in small claims court, all disputes about this Agreement will be settled by arbitration pursuant to the rules of the American Arbitration Association ("AAA"), subject to the Federal Arbitration Act. The dispute may be arbitrated either by JAMS or AAA. You are thus **GIVING UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights **EXCEPT** for matters that may be taken to small claims court. Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. You are entitled to a **FAIR HEARING**, **BUT** the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**.