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<p>AN ENHANCED VIDEO USE LICENSE grants you the right to use Video:</p> <p>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, or in theaters, with no limitation on audience size;</p> <p>in connection with a live performance, with no limitation on audience size;</p> <p>In Digital Templates for resale, for up to (but not exceeding) 1,000 licenses to such digital templates;</p> <p>on websites.</p> <p>If the Video Use License does not grant the rights you require, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: Customer Support)</p> <p>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 Shutterstock makes no guarantees and shall have no obligation to ensure that Comp Video will be available for license at any time thereafter.</p> <p>EDITORIAL LICENSE</p> <p>AN EDITORIAL LICENSE grants you the right to make a single, editorial use of an item of Editorial content, which single use may be distributed worldwide, in perpetuity.</p>	<p>b. 影片授權</p> <p>i. <u>標準版影片授權</u>授予您權利，可自行使用影片：</p> <ol style="list-style-type: none"> <li>1. 透過網路、社群媒體，或利用所謂「應用程式」展示或發佈之多媒體作品，或是遵照本條款以其他方式散播 (發佈限制請參閱限制規定)，惟此等作品之觀眾不得超過 500,000 名；然透過廣播、有線網路、OTT 影片服務或戲院發佈的多媒體作品，無論觀眾人數為何，本授權均明確禁止；</li> <li>2. 與現場演出有關，惟此等演出之觀眾不得超過 500,000 名；</li> <li>3. 用於網站。</li> </ol> <p>ii. <u>進階版影片授權</u>授予您權利，可自行使用影片：</p> <ol style="list-style-type: none"> <li>1. 透過網路、社群媒體、利用所謂「應用程式」展示或發佈之多媒體作品，且明確包含透過廣播、有線網路、OTT 影片服務或戲院發佈之權利，且無觀眾規模限制；</li> <li>2. 與現場演出有關，此等演出的觀眾人數沒有限制。</li> </ol>
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<p>Use Visual Content other than as expressly provided by the license you purchased with respect to such Visual Content.</p> <p>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.</p> <p>Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.</p> <p>Modify Visual Content designated "Editorial Use Only" in a manner that changes the context of what is depicted.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Use any Visual Content (in whole or in part) as a trademark, service</p>	<p>格貼文、出版品內頁)。除非有下列情況，您有權透過各種媒介或分銷管道，散佈內容。舉例來說，使用報導類內容作為書刊文章的圖示，可在部落格、社群媒體等地方重複使用，前提僅限用於原始書刊文章內容。若要用於原始書刊內容之外的文章，則須另外取得授權。</p> <p>iii. 當作授權使用之「報導用途」僅限用於值得報導或富於人情味的內容描述，且有明文規定，排除一切廣告、銷售等商業用途。</p> <p>iv. 依據本合約授權的報導類內容均再受限於第一章第 4 節所載之明文限制（禁止透過廣播/有線傳輸系統/線上影音服務散布使用出版品封面，再列印成超過 500,000 份），同時受限於圖片細節頁面指出之任一「特殊限制」（例如：地理或產業特定使用限制），以及/或是報導類內容項目下所附之中繼資料。</p> <p>v. 按照本服務條款，應將所有報導類內容視為「僅供報導用途」。</p> <p>vi. 並非所有 Shutterstock 網站上的報導類內容均開放授權，亦不適用於所有訂購方案。您瞭解開放授權的報導類內容可能隨時異動，並且無權要求替上述報導類內容的任何特定項目取得授權。若您想針對本網站尚未授權的任何報導類內容取得授權，請聯繫客服。（電話號碼：美</p>
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<p>mark, logo, or other indication of origin, or as part thereof.</p> <p>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.</p> <p>Use any Visual Content as training data for any artificial intelligence, machine learning, or generative AI system, tool, process, or dataset. This does not prohibit using AI features of software to edit or publish Customer Works incorporating Visual Content, provided that such software does not train on the Visual Content or Customer Work.</p> <p>RESTRICTIONS SPECIFIC TO VIDEO</p> <p>YOU MAY NOT:</p> <p>Use "stills" derived from Video except solely in connection with the in-context marketing, promotion, and advertising of your derivative works incorporating Video.</p> <p>RESTRICTIONS SPECIFIC TO EDITORIAL</p> <p>YOU MAY NOT:</p> <p>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.</p> <p>Use any Editorial content on a publication cover, jacket, or other packaging related to the underlying use.</p> <p>Use any Editorial content in a publication with a print run in excess of 500,000 copies.</p> <p>RESTRICTIONS SPECIFIC TO UNLIMITED SUBSCRIPTION</p> <p>YOU MAY NOT:</p>	<p>國境內請撥 1-866-663-3954，美國 境外請撥 1-646-419-4452 電子郵 件：<a href="#">客戶支援</a>）</p> <p>2. 視覺化內容使用限制</p> <p>禁止：</p> <ul style="list-style-type: none"><li>a. 以所購買之視覺化內容授權明文規定以外的方式使用此等視覺化內容。</li><li>b. 以明理人會感到受冒犯之方式描繪視覺化內容描述的任何人物（下稱「模特兒」），包括但不限於描述模特兒：a) 與色情作品、「成人影片」、成人娛樂場所、伴遊服務、約會服務等有關；b) 與菸草產品廣告或促銷有關；c) 用於政治場景，例如宣傳、廣告或為任何政黨、候選人或當選官員背書，或是與任何政策或政治觀點有關；d) 罹患或是用藥治療身體或精神疾病；或 e) 從事不道德或犯罪活動。</li><li>c. 在色情、誹謗或不實的內容，或是以可能被視為中傷、猥褻或非法的方式使用視覺化內容。</li><li>d. 以變更描繪之背景的方式，修改指定為「僅供報導用途」的視覺化內容。</li><li>e. 將指定為「僅供報導用途」的視覺化內容（包括但不限於報導類內容）用做任何廣告、商品或其他非報導性內文的商業用途。本條亦適用於參考用途的情況。</li><li>f. 轉售、重新發行、提供存取、共用或轉讓任何視覺化內容，但本協議特別規定者不在此限。舉例而言，但不限於此例，前揭禁止以內容「資料庫」或其一部分的方式展示內</li></ul>
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<p>Make any new use of Content after the expiration of your subscription.</p> <p>Use any Content downloaded under an Unlimited plan for any second use. Each item of Content downloaded under an Unlimited plan may be used for a single use per download, which single use may be distributed worldwide, in perpetuity. A "single use" for the purposes of this license permits the use of Content in a single context (i.e., a news story, blog post, page of a publication) a single time, provided you shall have the right to distribute that use in-context across unlimited mediums and distribution channels. Because of this single use limitation, each additional use of that Content requires an additional license, so for each use of Content, you must re-download that Content for each such use.</p> <p>Download or Use any Content in any way contrary to the terms of the Fair Usage Policy.</p> <p>CREDIT AND COPYRIGHT NOTICES</p> <p>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 Shutterstock contributor and to Shutterstock in substantially the following form:</p> <p>"Name of Artist/Shutterstock.com"</p> <p>Editorial credits shall take the following form:</p> <p>"Name of Artist / Agency / Shutterstock"</p> <p>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 Shutterstock in substantially the following form:</p> <p>"Image(s) or Video (as applicable), used under license from Shutterstock.com"</p>	<p>容，使第三方得以搜尋此等內容，並從此等內容進行挑選。</p> <ul style="list-style-type: none"> <li>g. 視覺化內容使用會侵犯第三方的商標或智慧財產，或者可能造成不實廣告或不公平競爭的指控。</li> <li>h. 將任何視覺化內容（全部或部分）用於商標、服務商標、標誌或其他出處標記，或上述各項部分。</li> <li>i. 以明示或合理暗示的方式，假稱視覺化內容係由您或非該視覺化內容版權持有人創作。</li> <li>j. 將視覺內容作為訓練資料，訓練任何人工智慧、機器學習或產生式 AI 系統、工具、流程或資料集。此條款可以讓使用者運用軟體的 AI 功能編輯或發布含有視覺內容的客戶作品，前提為這類軟體並非以視覺內容或客戶作品進行訓練。</li> </ul> <p>3. 影片特定限制</p> <p>禁止：</p> <ul style="list-style-type: none"> <li>a. 影片衍生的「靜態圖片」僅限用於納入影片之衍生作品相關的場景行銷、宣傳和廣告。</li> </ul> <p>4. 報導特定限制</p> <p>禁止：</p> <ul style="list-style-type: none"> <li>a. 將任何報導類內容用於透過廣播、有線網路、OTT 影片服務（例如 Netflix、Hulu、Amazon）或戲院散布的多媒體作品，或者用於相關促銷資料。</li> <li>b. 將有關基本用途的報導類內容用於出版品封面、封套或其他包裝上。</li> </ul>
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<p>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.</p> <p>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.</p> <p>PART II - MUSIC LICENSES</p> <p>For the purposes of Part II of this TOS, the terms below shall have the following meanings:</p> <p>“Advertising” means a Production of not more than three-minutes in duration, that conveys an openly-sponsored, non-personal message to promote or sell a product and/or service.</p> <p>“Entertainment Production” means a Production that is not Advertising and intended for entertainment purposes.</p> <p>“DVD” means any tangible device now or hereafter devised, including without limitation, DVDs and Blu-ray discs, on which is recorded the Production and which can be accessed through a DVD or Blu-ray player or other hardware capable of playing such tangible device.</p> <p>“Production” means: (i) one (1) audio-visual project in which Licensed Music is synchronized in timed relation with moving or still images; or (ii) one (1) audio-only project in which Licensed Music is synchronized to narration in the context of a podcast episode, radio documentary, or radio advertisement (each such permitted use inclusive of so-called ‘cut down’ versions thereof).</p> <p>“Licensed Music” means the Music made available as part of the Content and accessible via <a href="https://www.shutterstock.com/music/search">https://www.shutterstock.com/music/search</a></p> <p>“Personal Use” means, in respect of a Production distributed via a</p>	<p>c. 將任何報導類內容的出版品印刷數量訂為 500,000 份以上。</p> <p>5. 無限訂購方案特定限制</p> <p>禁止：</p> <p>a. 訂購方案到期後，將內容用於任何新用途。</p> <p>b. 透過無限方案下載任何內容，二次使用。透過無限方案下載的內容中，各個元素每次下載僅可單次使用，而單次使用的用途可在全球發布，永久授權。「單次使用」授權允許在單一情境 (例如新聞報導、部落格貼文、出版品內頁)、單一時間下使用單一內容，前提是必須有權透過各種媒介和發行管道發布內容。由於單次使用的限制，每次將內容用於其他用途，都需要另外取得授權，因此，每使用一次內容，就必須重新下載該內容才能用於新用途。</p> <p>c. 以任何違反<a href="#">合理使用政策</a>條款的方式，下載或使用任何內容。</p> <p>6. 出處與版權聲明</p> <p>a. 於新聞報導、論壇、出版物或任何其他「報導」背景下使用圖片和影片時，必須大致符合以下格式，並在旁邊註明作品出處為 Shutterstock 投稿人和 Shutterstock：</p> <p>「創作者姓名／Shutterstock.com」</p> <p>b. 報導類內容出處應符合以下格式：</p> <p>「創作者姓名／代理商名稱／Shutterstock」</p> <p>c. 倘若符合合理商業原則，商品使用的圖片或影片，或影音作品都必須註明作品出處為</p>
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<p>Video Sharing Platform, a Production in respect of which not more than USD\$4,999 has been spent (in aggregate) promoting, advertising, and/or marketing such Production.</p> <p>“PRO-free Music” means those selections of Licensed Music tagged as “PRO-free”.</p> <p>“Websites” means all online use (accessed via a web-browser, and not, for clarity, via an application), excluding Social Media Platforms (and similar or analogous platforms not expressly mentioned herein) and Video Sharing Platforms (and similar or analogous platforms not expressly mentioned herein);</p> <p>“Social Media Platforms” means Instagram, Facebook, Twitter, Twitch, TikTok, and such additional platforms as Shutterstock shall determine in its sole and absolute discretion.</p> <p>“Television” means linear television programming distributed via broadcast, satellite, so-called ‘IPTV’, and/or cable television, but specifically excludes OTT video services (e.g. Netflix, Hulu, Amazon, Disney+, Apple+, and similar or analogous services);</p> <p>“Video Sharing Platform” means YouTube (www.youtube.com), Vimeo (www.vimeo.com), and such additional web-based video-sharing platforms as Shutterstock shall determine in its sole and absolute discretion.</p> <p>“Pilot” means a Production, not to exceed 44 minutes in duration, which constitutes an initial episode of a potential series;</p> <p>“Public Broadcaster” means a broadcast television undertaking funded predominantly by government and/or viewer support, on a not-for-profit basis, including without limitation, PBS in the United States;</p> <p>“Podcast Distribution Platform” means any online portal through which podcasts may be accessed, streamed, and/or downloaded.</p>	<p>Shutterstock，並且此註明應符合以下格式：</p> <p>「圖片或影片（視情況而定）獲得 Shutterstock.com 授權使用」</p> <p>d. 影片或圖片的任何其他使用情況則不需要標明出處，除非其他提供的庫存內容就相同的使用情況有提供出處。為求慎重起見，報導類內容均須標明出處。</p> <p>e. 作品出處和版權歸屬內容皆應採取肉眼清楚易讀明顯尺寸與顏色。</p> <p><b>第二章 - 音樂授權</b></p> <p><b>1. 針對本服務條款第二章的目的，下列條款應具下列涵義：</b></p> <p>a. 「廣告」是指長度不超過三分鐘的作品，其內容傳達受公開贊助的非個人化訊息，以宣傳或販售產品及/或服務為目的。</p> <p>b. 「娛樂作品」是指娛樂用途的非廣告作品。</p> <p>c. 「DVD」是指現行或日後發明的實體裝置，包括但不限於 DVD 和藍光光碟，使用者可以此錄製作品，並透過 DVD 或藍光播放器或其他可播放此等實體裝置的硬體存取內容。</p> <p>d. 「作品」是指：(i) 授權音樂依時序搭配動態或靜態圖片同步播放的一 (1) 個影音專案；或 (ii) 授權音樂搭配單集 Podcast、廣播記錄片或廣播廣告（允許用途包括使用所謂的「精華」版本）旁白同步播放的一 (1) 個純音訊專案。</p> <p>e. 「授權音樂」是指可在內容中使用且可透過 <a href="https://www.shutterstock.com/music/search">https://www.shutterstock.com/music/search</a> 存取的音樂</p> <p>f. 「個人用途」是指透過影片分享平台散布，</p>
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<p>“Student Project” means, in respect of any Production, or other permitted use herein (other than Advertising), one that is non-commercial, and undertaken by a student as part of a course of study with an accredited educational institution.</p> <p>“Theatrical Use” means exhibition in commercial cinemas;</p> <p><b>MUSIC LICENSES</b></p> <p>Shutterstock grants you a non-exclusive, non-transferable right to synchronize Licensed Music in a Production, which Production may be distributed worldwide, in perpetuity, pursuant to the license you purchase (from among the two license types set forth below), and subject to the restrictions set forth in Part II Section 3 hereof:</p> <p>STANDARD MUSIC LICENSE: A “Standard Music License” grants you the following rights and entitlements (for clarity, all rights and entitlements detailed in the Enhanced License are expressly excluded from the Standard Music License):</p> <p>the non-exclusive right to synchronize Licensed Music in timed relation with a Production distributed via, or otherwise made available, or hosted via:</p> <p>Websites;</p> <p>Social Media Platforms;</p> <p>Video Sharing Platforms provided such distribution is for Personal Use only; and</p> <p>Podcast Distribution Platforms, but solely in respect of audio-only Productions, in the nature of a podcast.</p> <p>Theatrical Use, but solely in respect of Student Projects</p> <p>the non-exclusive right to reproduce and perform Licensed Music in, and in connection with, plays and similar live performances, but</p>	<p>其宣傳、廣告及/或行銷此等作品的花費（總計）不超過 4,999 美元的作品。</p> <p>g. 「免版稅音樂」是指標示為「免版稅」的授權音樂。</p> <p>h. 「網站」是指所有線上使用形式（即透過網頁瀏覽器存取，或更清楚來說，並非透過應用程式來取用），不包括社群媒體平台（以及本協議未明文指稱之類似或同性質的平台）及影片分享平台（以及本協議未明文指稱之類似或同性質的平台）；</p> <p>i. 「社群媒體平台」是指 Instagram、Facebook、Twitter、Twitch、TikTok 和其他 Shutterstock 全權判斷屬於此等屬性的平台。</p> <p>j. 「電視」是指透過廣播、衛星、所謂「IPTV」及/或有線電視播送的線性電視節目編排模式，但特別排除 OTT 影片服務（例如 Netflix、Hulu、Amazon、Disney+、Apple+ 等類似或同性質的服務）；</p> <p>k. 「影片分享平台」是指 YouTube (<a href="http://www.youtube.com">www.youtube.com</a>)、Vimeo (<a href="http://www.vimeo.com">www.vimeo.com</a>) 和其他 Shutterstock 全權判斷屬於此等屬性的網頁型影片分享平台。</p> <p>l. 「試播片」是指長度不超過 44 分鐘的作品，其為潛在系列影片的首集；</p> <p>m. 「公共電視台」是指絕大部分由政府及/或觀眾贊助，且非以營利為目的之廣播電視公司，包括但不限於美國的 PBS；</p> <p>n. 「Podcast 發布平台」是指可存取、串流及/或下載 Podcast 的線上入口網站。</p>
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<p>solely to the extent the same are Student Projects.</p> <p>ENHANCED MUSIC LICENSE: An “Enhanced Music License” grants you the same rights as under a Standard Music License together with the non-exclusive right to synchronize Licensed Music in timed relation with a Production, including all forms of Advertising, distributed via:</p> <p>Television, in a single country, provided that any distribution of an Entertainment Production via Television shall be further restricted to a Pilot only; or that which is commissioned by, and available solely via a Public Broadcaster;</p> <p>Radio, in a single country;</p> <p>physical point of sale locations, trade shows, in-store displays, and industrial events, provided in all cases such use is restricted to a single country;</p> <p>DVD, but not to exceed 1000 copies;</p> <p>computer software applications (including mobile applications, or “apps”, and video games), but not to exceed 1000 copies or downloads (in aggregate).</p> <p>COMP MUSIC LICENSE: A Comp Music License grants you the right to synchronize watermarked Music solely in test, sample, comp, or rough cut evaluation materials related to a Production. The Comp Music License expressly prohibits distributing Music to the public in any form or incorporating Music into any final materials. You may not remove or alter the Shutterstock watermark from Music under any circumstances</p> <p>RESTRICTIONS ON THE USE OF MUSIC.</p> <p>YOU MAY NOT:</p> <p>Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or</p>	<p>o. 「學生專案」是指任何作品或其他本協議所允許用途（非廣告）中，非商業用途且由認證教育機構學生於就學期間所製作的作品。</p> <p>p. 「劇院用途」是指在商業電影院上映；</p> <p>2. 音樂授權</p> <p>Shutterstock 授予您永久非專屬、不得轉讓之權利，允許您在遵守所購買之授權（兩種授權類型如下所示）和本協議第二章第 3 節明列之限制的情況下，在可能會在全球散布的作品中同步播放授權音樂：</p> <p>a. <u>標準版音樂授權</u>：「標準版音樂授權」授予您下列權利和權益（為更清楚說明，進階版授權中詳述的所有權利和權益明確排除於標準版音樂授權之外）：</p> <p>i. 依時序同步播放授權音樂與透過下列管道散布、提供或託管之作品的非專屬權利：</p> <ol style="list-style-type: none"> <li>1. 網站；</li> <li>2. 社群媒體平台；</li> <li>3. 僅限個人使用並具此等散布功用的影片分享平台；以及</li> <li>4. 只針對具 Podcast 性質之純音訊作品的 Podcast 發布平台。</li> <li>5. 只針對學生專案的劇院用途</li> </ol> <p>ii. 在戲劇和類似現場演出中，以及與之相關情況下，重製和演出授權音樂的非專屬權利，但授權範圍僅限</p>
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不提供任何聲明或保證。

#### 第四章 - 賠償責任

1. 根據本文條款，若您並未違反本協議或任何與 Shutterstock 訂立的其他協議條款，則在下列適用之「責任限制」範圍內，Shutterstock 將為您提供抗辯護與賠償，並主張您並無犯意。此等賠償僅限於直接歸因於 Shutterstock 違反本協議第三章所述之明示保證和聲明，使客戶受到直接損害而提出的第三方索賠，以及相關費用（包括合理的律師費）。賠償的前提在於您知悉或理應知悉賠償或可能賠償之日期起五 (5) 個工作天內，以書面方式通知 Shutterstock。此等通知須含您當時已知的所有索賠詳情（如爭議中內容的使用情形、索賠人士和/或實體的名稱及聯絡方式、所有索賠相關收發信函的副本）。所有通知信，必須以電子郵件方式寄給 Shutterstock，電子郵件網址為：[legal-notices@shutterstock.com](mailto:legal-notices@shutterstock.com)，並將紙本信函寄到以下地址：Shutterstock, 350 5th Avenue, 21st Floor, New York, New York, 10118。來信請註明收件人：法務長，以掛號並要求收件回的方式寄送，或 ii) 以隔夜快遞並要求收件人簽收的方式寄送。Shutterstock 有權對該賠償的相關索賠或訴訟進行處理、和解或辯護。您同意與 Shutterstock 為此類索賠一同辯護，且有權自行承擔費用，參與任何訴訟。您同意，在 Shutterstock 有合理機會分析此等索賠之有效性前，對於您或您的代理人所生之任何律師費用和／或其他費用，Shutterstock 無須負責。
2. 對於您因修改內容或因您使用內容之背景而造成的任何損害、費用或損失，Shutterstock 無須負責。
3. 責任限制：Shutterstock 對所有客戶的賠償義務及責任總額上限（以下稱「責任限額」）如下：
  1. 標準版圖片授權應以 \$10,000 美元為限。

<p>cancel your account within fourteen (14) days of making payment to Shutterstock, provided that you have not yet downloaded or licensed any Visual Content, Shutterstock, will refund the payment made by you in connection with such cancelled account. To cancel your account, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: Customer Support).</p> <p>Following the expiration of your subscription plan, such plan will automatically renew on the same terms as your original plan purchase. You can disable automatic renewal at any time prior to renewal using your account settings. You expressly grant Shutterstock the right to charge you for each automatic renewal until you timely disable automatic renewal.</p> <p>The fees charged by Shutterstock are exclusive of taxes, and all such taxes, direct or indirect, shall be in addition to any fees related to the products you are buying. If Shutterstock is required to collect indirect and/or transactional taxes (such as sales tax, value-added tax, goods and services tax, et al) under the laws of your state or country of residence, you shall be liable for payment of any such indirect tax. Where Shutterstock or you are required to collect or remit direct or indirect taxes, you may be required to self-assess said tax under the applicable laws of your country of residence.</p> <p>"Non-transferable" as used herein means that except as specifically provided in this 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</p>	<div data-bbox="1026 203 1541 577"><div>2. 進階版圖片授權應以 \$250,000 美元為限。</div><div>3. 標準版與進階版影片授權應以 \$10,000 美元為限。</div><div>4. 報導類授權應以 \$25,000 美元為限。</div><div>5. 標準版或進階版音樂授權應以您為該音樂資產所支付的授權費用為限。</div></div> <p>如果您有關於前述問題，請與客服聯絡。(電話號碼：美國境內請撥 1-866-663-3954，美國境外請撥 1-646-419-4452 電子郵件：<a href="#">客戶支援</a>)</p> <div data-bbox="930 813 1549 1120"><div>4. 對於本服務條款明確允許範圍之外的視覺化內容使用所導致的任何損失或責任賠償，您同意對 Shutterstock 及其主管、員工、股東、董事、經理、會員和供應商提供賠償，並主張其並無犯意。若您違反本協議或其他任何與 Shutterstock 訂立的協議，你也同意補償 Shutterstock 承擔的所有費用和開支。</div></div> <p><b>第五章 - 附加條款</b></p> <div data-bbox="930 1243 1549 2000"><div>1. 除非依法規定，否則在任何情況下 Shutterstock 均無退款義務。即使訂購方案在到期日前終止，仍無法退還任何所有費用。如在 12 月期方案到期前取消，除非當地法規另有規範，否則須支付剩餘合約期 50% 的費用。<b>支付包年訂購方案的取消費用，剩餘訂閱期間可繼續使用方案。</b>您授權 Shutterstock 向您收取購買訂閱期間（於購買時同意）產生的所有訂購方案費用。若 Shutterstock 判定您有權獲得全部或部分退款，則此等款項只能退至您購買時所用的付款方式。若歐盟訂戶向 Shutterstock 付款十四 (14) 日內取消帳戶，倘若期間未下載或授權任何視覺化內容，則 Shutterstock 將會退還此等取消帳戶的支付款項。若要取消帳戶，<i>請聯絡客戶服務。(電話號碼：美國境內請撥 1-866-663-3954，美國境外請撥 1-646-419-4452 電子郵件</i></div></div>
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duplication of any Content please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: Customer Support).

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If you use any Content as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to Shutterstock, upon Shutterstock's reasonable request.

#### Arbitration.

Any controversy or claim arising out of or relating to this TOS, or the breach thereof, shall be settled by binding individual (not class) arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution 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 as specified in Section 5.24. The language of the arbitration shall be English. There shall be one arbitrator to be mutually agreed by the parties. Each party shall bear its own costs in the arbitration. Both parties agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent

件：[客戶支援](#)）。

- 訂購方案一過期，此等方案就會用和原始方案購買一樣的條款自動續約。續約前，您隨時都能用帳戶設定停用自動續約。您明確授予 Shutterstock 權利，得在您及時停用自動續約前，向您收取每次自動續約的費用。
- Shutterstock 的收費不含稅項，您購買產品的相關費用不包含該等直接或間接稅。若依據您居住國家/地區或所在州之法律，Shutterstock 必須徵收間接稅和/或交易稅（例如銷售稅、增值稅、商品及服務稅等），任何此等間接稅必須由您支付。若 Shutterstock 或您不必徵收或匯寄直接稅或間接稅，就可能必須根據自己所在的居住國家或地區適用法律，自行評估上述稅金。
- 本約所謂「不得轉讓」係指除本服務條款有明確規定之外，不得出售、出租、載入、提供、轉授權，或以其他方式轉讓內容或使用權給任何人。不過，您可將內容轉讓給第三方（以一次為限），但該第三方只能依據本協議條款與條件規定，為您印製和/或製造包含內容的商品。一旦得知任何社群媒體網站以超出本協議授權的方式使用任何內容，您同意從此等社群媒體網站移除所有包含該內容的衍生作品，並立即就此等社群媒體網站之使用情事通知 Shutterstock。您同意採取所有合理的商業措施，以防止第三方複製任何內容。如果您得知有人未經授權便逕自複製任何內容，請聯絡客戶服務（電話號碼：美國境內請撥 1-866-663-3954，美國境外請撥 1-646-419-4452 電子郵件：[客戶支援](#)）。
- 如有收到來自 Shutterstock 的通知函，或您得知任何內容可能或已侵權、違反其他權利或任何 Shutterstock 須負責之賠償，或當 Shutterstock 合理判斷認為可能有商業性風險而刪除任何內容，並通知您有關此等移

<p>jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack) (iii) any claim arising solely from Customer's alleged failure to pay fees due to Shutterstock. This arbitration provision will survive termination of this TOS.</p> <p>YOU AND SHUTTERSTOCK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Shutterstock agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Shutterstock acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes under this TOS.</p> <p>If a court decides that applicable law precludes enforcement of any of the limitations in this Part V, Section 7 as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.</p> <p>Neither party may assign this agreement, without the prior written approval of the other party, except that Shutterstock may assign this agreement to a subsidiary, an affiliated company within the Shutterstock group, the entity that results from a merger or other corporate reorganization involving Shutterstock, or an entity that acquires all or substantially all of Shutterstock's assets or capital stock.</p> <p>This TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. This TOS is governed by and shall be construed in accordance with the laws of the applicable jurisdiction set forth in Section 5.24, without respect to its conflict of laws principles.</p>	<p>除事宜，您都應刪除電腦系統和儲存裝置（電子或實體裝置）中的內容。如果可行，還應自行負擔未來可能因停用刪除內容而產生之費用。Shutterstock 應免費提供您類似內容（由 Shutterstock 基於合理商業判斷決定其類似性），但仍須遵守本服務條款之條款與條件。</p> <p>6. 如果您在為客戶創作的工作成果使用任何內容，經 Shutterstock 合理要求，您將會向 Shutterstock 揭露此等客戶的身分。</p> <p>7. 仲裁</p> <p>1. 肇因或涉及本服務條款，或是違反服務條款而導致的任何爭議或申訴，應依據自仲裁開始生效日起，美國仲裁協會 (American Arbitration Association) 或美國國際糾紛調解中心 (International Centre for Dispute Resolution) 的商業仲裁規則 (Commercial Arbitration Rules)，由具有法律約束力之獨立 (非集體) 仲裁處理，而非法院。針對仲裁人最終裁決的判決得向具有管轄權之法院聲請強制執行，或是得向對相關當事人或其資產具有管轄權之法院聲請強制執行。仲裁地點應為第 5.24 節所指定之地點。仲裁語言應為英文。經雙方同意，應選定一名仲裁人。雙方應自行負擔仲裁費用。雙方同意以下索賠屬於仲裁協議之例外規定，並經有法定管轄權的法院提起司法程序：(i) 任何有關實際侵權或威脅侵權之索賠，不當取用或妨礙任何一方版權、商標、商業機密、專利或其他智慧財產權；(ii) 視緊急情況任何尋求緊急禁制令之索賠（如：迫近的危險、犯罪、駭客入侵、網路攻擊）(iii) 任何經客戶指稱因 Shutterstock 而無法支付費用所產生之索賠。</p>
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<p>If you are entering into this 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 this 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.</p> <p>The number of Content downloads available to you is determined by the product you purchase. For the purposes of this TOS, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as a calendar month beginning on and including the date that you purchase your product and ending on that date which is the earlier of (i) the same date as your purchase in the following month or (ii) the last day of the following month. By way of example, if you purchase a monthly subscription on March 5, it will renew on April 5. If you purchase a monthly subscription on August 31, your subscription will renew on September 30.</p> <p>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.</p> <p>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.</p>	<p>本仲裁條款於本服務條款終止後將持續維持效力。</p> <p>2. 您與 Shutterstock 同意，惟有按自己的能力或別人的能力，而非以擬提起之集體訴訟或代表人訴訟中之原告或類別成員身分，向他方提起索賠要求。除非您與 Shutterstock 雙方皆同意，否則仲裁人或法官均不得聯合超過一人以上之索賠，或以代表人或集體訴訟程序等方式來主持公道。只有在必須提供他方之個人索賠擔保的救濟情況下，惟有在支持個別一方尋求救濟時，仲裁人才可裁定禁制令。依據本服務條約規定，您與 Shutterstock 承認並同意我們都放棄受陪審團針對所有可仲裁之爭議進行審判的權利。</p> <p>3. 如法院認定適用準據法可能妨礙第四條第 7 節之限制強制規定，特別是有關救濟索賠一項，那麼該索賠（且僅限該索賠）必須與仲裁分開，並且可送至法院進行審查。</p> <p>8. 任一方都不得未經他方事先出具書面核准，擅自讓與此份協議，但 Shutterstock 可將此份協議讓與給 Shutterstock 集團旗下關聯公司，即子公司，而該實體企業是經併購或其他涉及 Shutterstock 之企業重組而設立，又或是該實體企業取得全部或大部分 Shutterstock 的資產或股本。</p> <p>9. 本 TOS 的解釋不得針對或偏袒任何一方，而應以公平為原則。本 TOS 應以第 5.24 節規定的適用司法管轄區的法律為準據法，並從其解釋，且不得援引法律衝突原則。</p> <p>10. 若您代表雇主或其他實體簽訂本服務條款，即表示您聲明並保證已獲得簽訂協議的全部權利和授權。若您沒有獲得此等授權，則同意如有違反本服務條款之任</p>
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11. 您可用的內容下載次數視購買的產品而定。根據本服務條款之定義，一天係指從您自購買產品時起算的二十四 (24) 小時之內。一月係指曆月，起始日為您購買產品當日，結束日以下列兩者較早者為準：(i) 次月與購買日相同的日期，或是 (ii) 次月最後一天。舉例而言，如果您在 3 月 5 日購買包月訂購方案，就會在 4 月 5 日續約。如果您在 8 月 31 日購買包月訂購方案，訂購方案就會在 9 月 30 日續約。
12. 除非優惠券另有規定，否則依本條款購買時使用的任何優惠券或折扣代碼，應僅套用於和此等購買有關所支付的第一筆款項。
13. 若服務條款之任何單一條款經任何法律或具司法管轄權的管制機關裁定為無效或不能執行，則該裁定僅限於該無效或不能執行的部分，並不影響該單一條款的其餘部分或服務條款的其他部分，使服務條款在其他情況下仍具有完整之效果及效力。
14. 您明確同意任何由 Shutterstock 或其業務代表提供之意見回饋，只要是有關您可能對本服務條款或上述授權內容使用之問題，都只能用來解釋本服務條款內容，並不屬於法律諮詢範疇。Shutterstock 無法提供您法律諮詢，並明確聲明免除任何有關 Shutterstock 或其業務代表提供之意見回饋的責任。



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您的居住國家/地區	Shutterstock 締約方和以下的 “Shutterstock”	準據法	仲裁地點						
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	牙、奧地利、比利時、希臘、葡萄牙、芬蘭、賽普勒斯、斯洛維尼亞、盧森堡、馬爾他和留尼旺			
	世界其他地區	Shutterstock Ireland Ltd.6th Floor South Bank House, Barrow Street, Dublin 4, Dublin 4, Dublin, D04TR29, Ireland.	愛爾蘭	都柏林，愛爾蘭

25. 如果是組合包，您用盡組合包的所有素材後 (例如已下載 5 張圖片組合包的全部 5 個素材)，也會觸發系統為訂單自動加值。若要取消，請前往[方案頁面](#)。

生效日期：2025 年 4 月 16 日