

ISTOCK CONTENT LICENSE AGREEMENT

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This is a license agreement between you and iStock that explains how you can use photos, illustrations, vectors, video clips and Music that you license from iStock. This includes content that is generated by you using the iStock AI Generator. By downloading content from iStock, you accept the terms of this agreement.

1. What types of licenses does iStock offer?

iStock offers two types of licenses: standard and extended. Every file downloaded from iStock comes with a standard license. An extended license gives you additional rights in exchange for an additional license fee. Unless you purchase an extended license, your use of content is subject to the standard license terms.

You can license files from iStock with credits or a subscription. iStock offers you the ability to purchase credits in preset packs to be used to download photo, illustration, vector, video and Music (as defined below) files. The more credits you purchase, the more you save. iStock also offers monthly or annual subscriptions, which allow you to download a certain number of photos, illustrations, vectors, video or Music per month and save even more. You may only generate and download AI generated content using an iStock AI Generator subscription.

You are welcome to use watermarked content from the iStock site on a complimentary basis for test or sample layout (composite) use only. Watermarked content cannot be used in any final materials or any publicly available materials and may only be used for the 30 days following download.

2. How can I use licensed content?

You may use content in any way that is not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by iStock are:

- **Perpetual**, meaning there is no expiration or end date on your rights to use the content downloaded during your agreement.
- **Non-exclusive**, meaning that you do not have exclusive rights to use the content. iStock can license the same content to other customers.
- **Worldwide**, meaning content can be used in any geographic territory.
- **Unlimited**, meaning you can use the content in an unlimited number of projects and in any media.

For purposes of this agreement, "use" means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of.

In addition to the above, the following applies to music items of content ("Music"):

- You can edit Music provided that any such change (i) shall not alter the fundamental character of the portion of the Master being used, and (ii) shall not give rise to any ownership rights or claims, including copyright, on your part in or to the resultant edited recording or composition.
- "Music" shall include sound recordings and musical compositions, including lyrics, embodied in sound recordings contained in the music file. "Work" means the production, program or other project in which the Music has been Synchronized (as defined below). "Broadcast(er)", meaning to cause (or permit others to cause) the performance, telecast, broadcast, transmission, streaming, exhibition or distribution of the Work. "Copy", meaning to duplicate or otherwise make copies of the Work solely for the purpose of Broadcasting the Work. "Synchronize", meaning to couple and/or synchronize, arrange, record, re-record, transcribe, modify or edit the Music solely in timed relation with a permitted use in the Work. "Edit" means use by you of less than an entire piece of Music, including the editing, looping, enhancing or modifying of the Master.

Examples of how you can use licensed content include: websites; blog posts; social media; advertisements; marketing campaigns; corporate presentations; newspapers; magazines; books; film and television productions; web and mobile applications; product packaging.

Please make sure you read the Restricted Uses section below for exceptions.

3. Restricted Uses.

- No Unlawful Use.** You may not use content in a pornographic, defamatory or other unlawful manner, to promote violence or hatred, or in violation of any applicable regulations or industry codes.
- No Commercial Use of "Editorial Use Only" Content.** You may not use content marked "editorial use only" for any commercial, promotional, advertorial, endorsement, advertising, gambling/betting/gaming uses or merchandising purpose. This type of content is not model or property released and is primarily intended to be used for editorial purposes, meaning descriptive purposes such as news reporting and discussion of current events or other human interest topics (for example, in a blog, textbook, newspaper or magazine article).
- No Standalone File Use.** You may not use content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).
- No Use in Trademark or Logo.** Unless you purchase a custom license (not available for Music), you may not use content (in whole or in part) as the distinctive or distinguishing feature of a trademark, design mark, tradename, business name, service mark or logo. Additionally, you shall not be entitled to register (in any jurisdiction) such content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third party use of the content or any similar content (including by us, our customers, or the copyright owner of such content).
- Sensitive Use Disclaimer Required.** If you use content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable

person (for example, sexually transmitted diseases), you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: "Stock photo. Posed by model." No disclaimer is required for "editorial use only" content that is used in an editorial manner.

- f. **No False Representation of Authorship.** You may not falsely represent that you are the original creator of an end use that is made up largely of licensed content. For instance, you cannot create a painting based solely on licensed content and claim that you are the author.

Additional Restrictions for Use of Music:

- g. **No Music listening experience uses.** Music may not be made available as part of a music listening experience, including where Music, on its own or as part of a compilation, is combined with accompanying visual/narrative elements that are of negligible importance (such as images, panning motions or other audio-visual animations)
- h. **No "Audio Products".** You may not use Music to manufacture, distribute or sell any product in any format or media now known or hereafter devised, embodying Music alone or only with other music, including without limitation, compact discs (CDs), cassettes, phonograph records and digital transmissions of any kind.
- i. **No Separate Use of Titles, Lyrics or use in Themes.** You may not use any Music as the theme song for a program or other production or to use the title or lyrics of any Music separately from the Music.
- j. **No political campaigns.** Music may not be used for political campaigns.
- k. **No Use in Trademark or Logo.** You may not incorporate any Music into a logo, trademark or service mark.

Restricted Uses - unless extended license purchased. Extended licenses are only available for purchase with credits on a file by file basis. Please note that you may not purchase extended licenses for content generated with the iStock AI Generator.

Restriction	Products for resale/ Electronic templates
Standard License	Not permitted
Extended License	<p>Up to 100,000 postcards, greeting cards or other cards, stationery, stickers and paper products;</p> <p>Up to 10,000 posters, calendars or other similar publications, mugs or mousepads; or</p> <p>Up to 2,000 t-shirts, sweatshirts, or other apparel, games, toys, entertainment goods like CDs or DVDs, framed or mounted artwork.</p> <p>Unlimited for electronic products such as mobile applications and electronic templates.</p>

- l. **No Products for Resale.** Unless you purchase an extended license, you may not use content in connection with any goods or services intended for resale or distribution **where the primary value** lies in the content itself including, without limitation, cards, stationery items, paper products, calendars, apparel items, posters (printed on paper, canvas, or any other media), DVDs, mobile applications, NFTs or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which content is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com). Extended licenses are not available for Music for any of these purposes.

- m. **No Electronic Templates.** Unless you purchase an extended license, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, brochure design templates).

Extended licenses are not available for Music for this purpose (i.e. no electronic template use, including, without limitation, in a product or service that enables an end user to create soundtracks, in a system that resells products that include the Music, or in any "build-it-yourself" media tools).

- n. **Limited print run.** Unless you purchase an extended license, you may not reproduce the content more than 500,000 times in physical print form. This restriction does not apply to electronic reproduction.

Restriction	Print run
Standard License	500,000
Extended License	Unlimited

- o. **No Machine Learning, AI or Biometric Technology Use.** Unless expressly authorized by iStock you may not use content (including any caption information, keywords or other metadata associated with the content) for any machine learning or artificial intelligence purposes, or for any technologies designed for or intended for the identification of natural persons. Additionally, iStock does not represent or warrant that consent has been obtained for such uses with respect to model-released content.

4. Who, besides me, can use the licensed content?

The rights granted to you are **non-transferable** and **non-sublicensable**, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:

- **Employer or client.** If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content.

- **Subcontractors.** You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors may not use the content for any other purpose.

Please note that seat/user restrictions apply. You may only use the content with the appropriate amount of users, as explained in Section 5 below.

5. Are there any seat/user license restrictions?

Yes. The standard license or subscription is for a single user. The seat/user restrictions refer to the raw file of content, not the end project or use.

If you licensed the content with credits, this means that you may share content within your single legal entity but the content may only be available to one person at any one time. Unless you purchase an extended license, you may not store the content on a server (giving more than one person simultaneous access to the content).

If you licensed the content with a subscription, this means that only one person (the same person) may access, license and use the content.

If you need more than a single user to access the content:

- If you licensed the content with credits, you must purchase a multi-seat extended license with credits
- If you licensed the content with a subscription and need a multi-user plan for your team or business, please [contact us](#) . Please note that multi-user plans are limited to users from one legal entity and that you may not purchase a multi-user plan in connection with content generated with the iStock AI Generator.

	Number of Permitted Users
Standard License - credits	1 user at a time.
Extended License - credits	Unlimited users within a legal entity. Can save content on legal entity's servers.
Standard License - subscription	1 user can access, download and use content
Multi-user - subscription	More than 1 user within a legal entity to access, download or use content - contact iStock for details

6. User Accounts.

You will be responsible for tracking all activity for each user account, and you agree to: (1) maintain the security of all passwords and usernames; (2) notify iStock immediately of any unauthorized use or other breach of security; and (3) accept all responsibility for activity that occurs under each user account.

iStock reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If iStock determines that you are in breach of this or any other term of this agreement, it may suspend access to your account and seek further legal remedies.

7. Intellectual property rights.

- **Who owns the content?**

All of the licensed content is owned by either iStock or the artists who supply the content. All rights not expressly granted in this agreement are reserved by iStock and the content suppliers.

- **Attribution.**

- **Do I need to include a photo credit?** You do not need to include a photo credit for commercial use, but if you are using content for editorial purposes, you must include the following credit adjacent to the content or in visual production credits: "iStock.com/Artist's Member Name."
- **Do I need to include a video credit?** Yes, if technically feasible, you must include the following credit in visual productions: "iStock.com/Artist's Member Name."
- **Do I need to include a Music credit?** If Music is used in an audio/visual production where credits are accorded to other providers of content, credit shall be accorded, where technically feasible, in equal size and comparable placement to such credit(s), substantially in the following form: "[Artist's name]/[Music Collection Name] via iStock.com ", or as otherwise notified by iStock.
- For content generated with the iStock AI Generator, the Artist Member's Name included should be "iStock AI Generator."

8. Termination/Cancellation/Withdrawal.

a. **Termination.**

Except in the case of subscriptions, this agreement is effective until it is terminated by either party. You can terminate this agreement by ceasing use of the content and deleting or destroying any copies. You must also sign-in to your account at least once per year to avoid expiration of credits. iStock may terminate this agreement at any time if you fail to comply with any of the terms, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to iStock in writing that you have complied with these requirements.

- **Subscription Termination.** Unless renewed, subscription agreements (including subscriptions to the iStock AI Generator) terminate automatically at the end of the subscription period. iStock may terminate any licenses before the end of the subscription period if it reasonably believes there is a violation of this agreement and/or abuse of the subscription account, in which case you must immediately: cease using the content; delete

or destroy any copies; confirm to iStock in writing that you have complied with these requirements; and pay iStock any amounts which remain owing to the end of the term of your subscription as set on your invoice.

- **Social Media Termination.** If you use the content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this agreement, this agreement shall immediately terminate.

b. Refunds

- **Subscription or Credit Pack Refunds** - Unless required by local law, there are no refunds for subscriptions or credit packs you purchase.
- **Annual Subscription Refunds** - If you have signed up for an annual subscription, you may not cancel the subscription before the end of your contracted term, nor will you receive a refund of the remaining subscription months, unless local law requires us to give you the option to cancel and receive a refund. If your subscription is set to auto-renew, you can turn it off at any time in your account settings to ensure your subscription does not roll over at the end of your contracted term. This does not apply to any of our Free Trial programs. See below for details on the Free Trial.
- **Monthly Subscription Refunds** - If you have signed up for a monthly subscription and your subscription is set to auto-renew, you will not be eligible for a refund if you cancel your subscription after renewal, nor will you be eligible for refunds for previously auto-renewed monthly subscriptions.
- **Free Trial Subscription Refunds** - If you've downloaded content during your paid subscription and would like to cancel, you will not be eligible for a refund and may incur an administrative fee in order to cancel your subscription.

If you've downloaded no content during your Free Trial month and no content during your paid subscription, you may be eligible for a refund.

- **File Download Refunds** - iStock does not offer refunds or re-credits for downloaded files. File returns will only be considered based on technical issues with the file at the sole discretion of iStock.

c. Cancellations

- **Subscription Cancellations** - If you have signed up for an annual subscription or subscription to the iStock AI Generator, you may not cancel the subscription before the end of the subscription, unless (i) local law requires us to give you the option to cancel; or (ii) you are located in the United Kingdom or EU and you decide to cancel within the 14 day withdrawal (cooling-off) period of your original purchase and have not downloaded or generated, as applicable, any content or used any credits against the subscription during this period. To determine if local law requires you are entitled to such early cancellation, please make a request for cancellation in writing through our [contact us](#) email form. If you are not entitled to early cancellation and your subscription is set to auto-renew, you can simply turn it off at

any time in your account settings to ensure your subscription does not roll over for another term at the end of the subscription.

- **Free Trial Subscription Cancellations** - You can cancel your Free Trial before it converts to a paid annual subscription before your Free Trial month ends. To cancel, go to the Overview page of your account, and click on “Cancel free trial.” Any content you download during the Free Trial month (i.e., first month of your subscription) is yours to keep, even if you cancel. You can also cancel through our [contact us](#) email form before your trial month ends (unless local law states otherwise any 14 day cooling-off period is considered included within your Free Trial month).
- Unless you cancel before the Free Trial month ends, you will be charged **the monthly fee for each remaining month of your annual subscription**. Canceling during your paid annual subscription may incur an administrative fee. See our chart below for more details. We reserve the right to revise, adjust, and change our policies at any time. Please note: the Free Trial is not available in all regions.

iStock Free Trial Subscription Cancellation Policy

Time Period and Download Usage	Global
If a customer cancels prior to the end of their Free Trial month	Eligible for cancellation, effective immediately
No downloads used during Free Trial month and after converting to a paid subscription	Eligible for cancellation, full refund, effective immediately
Customer downloaded during the Free Trial month, but executed no downloads after converting to a paid subscription	Eligible for cancellation, retain current month charge as an administrative fee, no refunds
Post-Free Trial, with 1 or more paid downloads after converting to a paid subscription	Eligible for cancellation, no refund, additional administrative fee of USD\$70 applies
Within final subscription month	Not eligible

d. Content Withdrawal.

iStock may discontinue licensing any item of content at any time in its sole discretion. Upon notice from iStock, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which iStock may be liable, iStock may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. iStock will provide you with replacement content (determined by iStock in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

9. Representations and Warranties.

iStock makes the following representations and warranties:

- a. **Warranty of Non-Infringement.** Except with respect to content identified as "editorial use only," your use of the content in accordance with this agreement and in the form delivered by iStock will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and all necessary model and/or property releases for use of the content in the manner authorized by this agreement have been obtained. Note that you are solely responsible for any edits made to the content (whether using an iStock editing tool or otherwise).
- b. **"Editorial Use Only" Warranty Disclaimer.** For content identified as "editorial use only," iStock warrants that the content will not infringe on any copyright or moral right of the artist, but it does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted designs, works of art or architecture depicted or contained in the content. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the content identified as "editorial use only," and you are solely responsible for obtaining such release(s). You acknowledge that no releases are generally obtained for content identified as "editorial use only," and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release.
- c. **Caption/Metadata Disclaimer.** While we have made reasonable efforts to correctly categorize, keyword, caption and title the content, iStock does not warrant the accuracy of such information, or of any metadata provided with the content.
- d. **Additional representations and warranties for Music:**
 - i. Music was not recorded under the jurisdiction of a union or collective bargaining agreement.
 - ii. iStock has all rights in the Music necessary in order to issue direct licenses to you, inclusive of all performing, mechanical or any other similar rights, and the rights to use Music shall be deemed to include the direct grant to you of the right to Copy and publicly perform the Music solely for the purposes permitted hereunder. No fees which otherwise could become due and payable as a result of the Copying or public performance of the Music as contemplated by this Agreement shall be due to iStock or its content suppliers.

However, please note that these warranties do not prevail over any: (1) charges assessed on you (or a Broadcaster of the Work) pursuant to the terms of a blanket license or other written agreement between you (or such Broadcaster) and any performing, mechanical, or other rights society that collects and administers royalty payments or similar remuneration on behalf of music publishers, writers and performers (a "Collection Society "); (2) fees to the extent arising from your use of other musical content together with Music; or (3) fees, levies or other remuneration, the collection of which is exclusively delegated to a Collection Society by local statute, irrespective of the membership of, or any contractual mandate from, any of the writers, composers, performers or other rights holders in the Music.

- e. **No Other Warranties.**

- i. Cultural Assets – No Warranty. In some jurisdictions, the use of content depicting artwork, architecture or landscapes of cultural importance may be subject to additional authorization by and fees paid to the appropriate authorities. You will be solely responsible for obtaining such authorizations and remitting such fees. iStock disclaims all liability arising from the failure to do so.
- ii. Except as provided in the "warranty of non-infringement" section above, the content is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. iStock does not represent or warrant that the content will meet your requirements or that its use will be uninterrupted or error free.

10. Indemnification/Limitation of Liability.

- a. **Indemnification of iStock by you.** You agree to defend, indemnify and hold harmless iStock and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this agreement.
- b. **Indemnification of you by iStock.** Provided that the content is only used in accordance with this agreement and you are not otherwise in breach of this agreement, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 9(a) above, iStock agrees, subject to the terms of this Section 10, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with any breach or alleged breach by iStock of its warranty in Section 9(a) above. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not apply to your continued use of content following notice from iStock, or upon your knowledge, that the content is subject to a claim of infringement of a third party's right.
 - **Extended Legal Guarantee.** Unless you purchase an extended license, iStock's total maximum aggregate liability (meaning the total amount iStock is responsible for, whether under this agreement or any other agreement for the same content) is limited to \$10,000 US dollars per item of content. This limit applies regardless of the number of times you license the same piece of content from iStock. Under an extended license, this amount is increased to \$250,000 US dollars per item of content. If you need a higher indemnification amount, please contact iStock. Please note that you may not purchase an extended legal guarantee for content generated with the iStock AI Generator.

	Standard License	Extended License

Legal Guarantee Amount	\$10,000 per item of content	\$250,000 per item of content
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- c. **Indemnification of you by iStock of AI Generated Content.** For the sake of clarity, the indemnity set forth in Section 10(b) (and any limitations thereto) will apply to all content generated with the iStock AI Generator, including any content created using a reference image uploaded by you. Notwithstanding anything to the contrary in Section 10(b), all such content will be considered delivered to you by iStock with no modifications regardless of how many re-generations or iterations of content you generate. iStock’s indemnification obligations do not apply to the extent the claim is a result of prompts or inputs (e.g., a reference image uploaded by you) that includes the names, likeness of real people, trademark, trade dress, logos, works of art of architecture or other elements protected by third-party intellectual property rights that you do not have the right to use.
- d. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement or defense of any claim or litigation, in which case the indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal costs including attorney fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
- e. **Limitation of Liability. ISTOCK AND ITS LICENSORS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF ISTOCK OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.**

11. General Provisions.

- a. **Generation Caps for AI Generator.** To help safeguard your AI Generator account and to continue providing you with a commercially safe plan, a generous daily generations limit applies.
- b. **Assignment.** This agreement is personal to you and is not assignable by you without iStock's prior written consent. iStock may assign this agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.
- c. **Audit/Certificate of Compliance.** Upon reasonable notice, you agree to provide to iStock sample copies of projects or end uses that contain licensed content, including by providing iStock with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, iStock may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of

this agreement. If any audit reveals an underpayment by you to iStock of five percent (5%) or more of the amount you should have paid, then in addition to paying iStock the amount of the underpayment, you also agree to reimburse iStock for the costs of conducting the audit. Where iStock reasonably believes that content is being used outside of the scope of the license granted under this agreement, you agree, at iStock's request, to provide a certificate of compliance signed by an officer of your company, in a form to be approved by iStock.

- d. **Electronic storage.** You agree to retain the copyright symbol, the name of iStock, the content's identification number and any other information that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorized use by third parties. You may make one (1) copy of the content for back-up purposes.
- e. **Governing Law/Arbitration.** This agreement will be governed by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") if you are in North America, or of the International Centre for Dispute Resolution ("ICDR") or JAMS if you are outside of North America (the applicable rules to be at your discretion), in effect on the date of the commencement of arbitration to be held in one of the following jurisdictions (whichever is closest to you): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party shall be entitled to recover its reasonable legal costs including attorney fees relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, iStock shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of iStock, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.
- f. **Severability.** If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- g. **Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- h. **Entire Agreement.** No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by iStock and

accepted in writing by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.

- i. **Notice.** All notices required to be sent to iStock under this agreement should be sent via email to legalnotice@istock.com. All notices to you will be sent via email to the email set out in your account.
- j. **Taxes.** You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.
- k. **Interest on Overdue Invoices.** If you fail to pay an invoice in full within the time specified, iStock may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.
- l. **Fees and Renewal.** If your subscription is set to AUTOMATICALLY RENEW, you authorize iStock to charge the applicable subscription fees at the then applicable rate and taxes for the subscription to your credit card on file at the expiration of the term. You may change your auto-renewal preferences in your iStock account. Your subscription may only be cancelled as set out in [Section 8\(c\)](#). iStock may deactivate your subscription without prior notice if iStock is unable to process payment through the credit card provided by you.
- m. **Licensing Entity.** The licensing entity under this agreement is determined based on your billing address in accordance with the chart found [here](#).