

License terms for Creatopy External Resources

V 3.0 – June 10, 2021

1. UNSPLASH – added on Feb 08, 2021

<https://unsplash.com/license>

<https://unsplash.com/terms>

2. Pexels – added on Feb 08, 2021

<https://www.pexels.com/license/>

<https://www.pexels.com/terms-of-service/>

3. Pixabay – added on Feb 08, 2021

<https://pixabay.com/ro/service/license/>

<https://pixabay.com/ro/service/terms/>

4. TheAdStock – added on Feb 08, 2021

<http://www.theadstock.com/licensing-terms.html>

5. Storyblocks – added on Feb 08, 2021

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.

6. Melodie – added on Apr 01, 2021

USER LICENCE

This User Licence sets out the terms and conditions on which you (“**Licensee**”) agree to access the Melodie API via Creatopy (“**Reseller**”) to search, license, download and synchronise Track(s) into Production(s).

1. Definitions

In this User Licence:

- 1.1. “**All Media Platforms**” means all media now known or hereafter devised, including but not limited to TV, Radio, Cinema, DVD & Data-storage devices, Online, Mobile, VoD and OTT services.
- 1.2. “**Application**” means the web or other software services, applications or products that access, utilise or interact with the Melodie API.
- 1.3. “**Copyright**” means:
 - a) any copyright under the Copyright Act 1968 (Cth);
 - b) any copyright under the law of a country other than Australia; and
 - c) rights in the nature of or analogous to the rights in (a) and (b) under the law of Australia or any other country (including future copyright and rights in the nature of or analogous to copyright).
- 1.4. “**Performing Rights Organisation**” means performing rights organisations and/or collecting societies including the Australasian Performing Rights Association Limited (ABN 42 000 016 099) (APRA) and their international affiliates.
- 1.5. “**Production**” means an audio-visual production into which Track(s) have been synchronised on the Application.
- 1.6. “**Synchronisation Period**” means the period during which the Licensee is an active member of the Reseller’s Application with an active User Licence, subject to the terms and conditions of the Reseller.
- 1.7. “**Track**” means each sound recording, together with the associated musical work and lyrics.

2. Grant of Licence

- 1.1. Subject to the limitations set forth herein, Melodie hereby grants to the Licensee:

- a) the non-exclusive, non-transferable right to access and use the Melodie API for the purpose of evaluating Track(s) for possible synchronisation into Production(s); and
 - b) upon the Licensee downloading Track(s) for synchronisation into a Production, a perpetual, worldwide, irrevocable, non-exclusive, non-transferable licence to reproduce the downloaded Track(s) into the soundtrack of the Production, for use in All Media Platforms.
 - c) When more than one Track is licensed, the Licence is granted separately with respect to each Track.
 - d) Each Track may only be sourced and downloaded via the Application and only synchronised into Production(s) during the Synchronisation Period.
- 1.2. The grant of this User Licence expressly does not permit the Licensee to:
- a) use or reproduce any Track(s) for a work or subject matter other than in Production(s) created during the Synchronisation Period;
 - b) use or resell any Track(s) as a stand-alone item;
 - c) edit, modify, alter, adapt any element of any Track(s) or create any derivative works without Melodie's prior written consent except to incorporate a Track into the Production; or
 - d) publicly perform, communicate or broadcast the Track(s). The Licensee's rights granted are subject to any rights vested in a Performing Rights Organisation. Performances in public, communication or broadcast of the Track(s) shall be subject to the parties responsible for such activities holding valid and subsisting licences from the parties holding such rights, where such rights are granted under relevant local law.
- 1.3. The rights granted under this User Licence are granted solely to Licensee and Licensee acknowledges it may not sub-license the rights granted under this User Licence to any other person or entity. In the event multiple persons in a Licensee organisation utilise the applicable right under this User Licence, the Licensee agrees it is principally and wholly responsible for the use of the rights by its employees and contractors in accordance with this User Licence.
- 1.4. Where applicable, for each Production intended for broadcast, the Licensee agrees to provide the Performing Rights Organisation or Melodie with a music cue sheet.
- 1.5. All rights in the Track not expressly granted to the Licensee under this User Licence remain with Melodie, including but not limited to the right

to make changes to the Track or use any part of the lyrics or title of the Track as the title or subtitle of the Production. You acknowledge and agree Melodie owns the Copyright in any and all part of the Track and the recording of the Track.

7. Shutterstock – added on June 10, 2021

1. Subject to the limitations set forth herein, Shutterstock hereby grants to Users who license an item of Shutterstock content through the Creatopy App (“**Shutterstock Content**”) an individual, irrevocable, non-exclusive, non-transferable, right, throughout the world, in perpetuity, to use such Shutterstock Content, or any part thereof, an unlimited number of times, solely as incorporated into digital products and services (namely, User Created Content), created and distributed by the User using the Creatopy App. Notwithstanding anything in this User licence section, Users shall also be permitted to print such User Created Content which incorporate Shutterstock Content in compliance with this User Licence. In this respect, Shutterstock Content will be available to Users in the following file sizes:
Images: Large.
2. Users who license an item of Shutterstock Content through the Creatopy App shall not use such content:
 - 2.1. except solely as incorporated into the User Created Content and distributed using the Creatopy App or otherwise download any Shutterstock Content in its original, unaltered form outside the Creatopy App.
 - 2.2. together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party’s trademark or intellectual property rights.
 - 2.3. portraying any person depicted therein (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) as endorsing a political party, candidate, elected official, or opinion; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
 - 2.4. as a trademark, service mark, or logo.
3. Nothing contained herein shall be deemed to transfer the copyright to any Shutterstock Content to Users. Shutterstock and/or the various artists who provide Shutterstock Content to Shutterstock own all rights, including the copyrights in and to the Shutterstock Content, and reserve all rights in and to the Shutterstock Content not expressly granted herein.