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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.

We 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. This is known as our limited warranty. Because that's a big number, we need to make a few things clear. **In no event, including negligence, will 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 \$20,000 and the actual, direct damages you incur directly arising from the breach.**

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, the beverage 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. Basic Limitations. Ensuring fairness for all of our artists and other customers is a top priority. Here is how we protect them.

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, since that could block other customers from using the Stock Files. You cannot use automation, such as computer scripts, to download or "scrape" high volumes of Stock Files. Finally, you cannot use Stock Files to harm minors, to encourage violence, or for an unlawful purpose, such as defamation.
2. If you see Stock Files with identifiable people or property, those files are restricted to "editorial use only," unless are designated as "model released" or "property released." We make these designations easy to find by noting them on the clip description pages. Also, for model-released Stock Files, you must not depict the models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether your depiction of the models 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 clip already depicts them that way. (Our models do not want to be portrayed as scum or scallywags.)
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 allows 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. Because clips from the a la carte Marketplace are purchased directly from independent artists, there are a few other limitations that apply to those files. Just to be clear, the following limitations apply *only* to clips purchased a la carte in our *Marketplace*, not the clips available to you at no additional charge in our *Member Library*.
 - a. If you use Marketplace Stock Files to make physical print reproductions (including product packaging, letterhead, advertising in tangible media, such as magazines, newspapers and books) or merchandise (including calendars, toys, stationery, greeting cards, and any other physical reproductions for resale or distribution), you are limited to a maximum of 100,000 reproductions.

- b. For any other use of Marketplace Stock Files, including video productions, the budget for any such project as a whole must not exceed \$20,000.

If any of these limitations are too stringent for your business needs, you may be a fit for our Enterprise plans. You can contact our Enterprise Team at enterprise@storyblocks.com to learn more.

D. Multi-Seat Licensing. This License is written for you, the individual who signed up for the account on one of our websites, not an entity or company.

Although the license provided under this Agreement is a single-seat license, we do offer licenses that include up to five seats for teams to share. Because our license is intended to support everyday creators, no more than five employees of any single, for-profit enterprise can be covered by our License, regardless of whether they are on a team license or spread across individual licenses. You can find more information about these team licenses on our website. If your company needs more than five employees to be covered on our licenses, you will need a separate Enterprise agreement; contact our Enterprise Team at enterprise@storyblocks.com to learn more.

E. Other Legal Provisions. Here are a few remaining legal notes we need to tell you about.

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. You must be of legal age to enter this Agreement.
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**.