

Shutterstock Open API Terms of Use

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3. Requirements and Limitations. Your use of Shutterstock Open API is subject to the following limitations:

- a) You must provide true and accurate information about yourself and your App when requested by Shutterstock and when making your App available. You must report to Shutterstock each App that you deploy by sending a brief description of the App and a link to a location where Shutterstock can download and review the App. Upon Shutterstock’s request you agree to furnish aggregate App data, such as the number of registered users, number of unique visitors, and the number of API calls made to Shutterstock by your App.
- b) Without a separate written agreement with Shutterstock, you cannot use Shutterstock Open API for any commercial purposes or derive any revenues from your implementation or use of Shutterstock Open API.
- c) Without the express written consent of Shutterstock, you cannot use Shutterstock Open API to create a service or application to replicate the user experience of, or the services and features available at, www.shutterstock.com or websites owned and operated by Shutterstock.

- d) You cannot use Shutterfly Open API to enable printing of Content on any media or through any service other than Shutterfly.
- e) You cannot use Shutterfly Open API (i) to create or enable any App, website, tool, or other mechanism that is, or enables, or operates in conjunction with, any malware, spyware, adware, other malicious programs or code, or (ii) in any manner that would violate Shutterfly's Terms (as defined in Section 11 below).
- f) Your use of Content is subject to requirements placed on the use of Content by the Shutterfly member at any time. You must promptly honor all Content requirements whenever made by Shutterfly member.
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- h) You shall not distribute, publish, facilitate, enable or allow access or linking to Content from any source other than your App, including through the use of robots, web crawlers, scraping or any other technology;
- i) You may not copy, cache, store or retain any Content without the consent of the Shutterfly member. Any Content retained by or through your App may only be retained for a limited period of time to provide the services available through your App.
- j) Your App must include a privacy policy which is readily accessible from all pages of your App and which complies with all applicable laws, including but not limited to the California Online Privacy Protection Act of 2003.
- k) Your App must not place excessive API calls to Shutterfly's systems or otherwise overburden Shutterfly systems, as determined by Shutterfly in its sole discretion.
- l) Without the express written consent of Shutterfly and the applicable Shutterfly member, you (and your App) may not display, cache, store, share or retain in any manner the usernames of Shutterfly members. Shutterfly members' passwords may never be displayed, cached, stored, shared or retained by You.
- m) Shutterfly requires authentication of your access to Shutterfly systems through the Shutterfly Open API. Authentication identifiers cannot be shared with any third party. Any misuse of and/or unauthorized access to your authentication identifiers must be immediately reported to Shutterfly at legal@shutterfly.com.
- n) Your App must allow users to easily cancel or terminate their registration or subscription to your App and, upon such cancellation or termination by a Shutterfly member, you must immediately delete all Content made available to you by that Shutterfly member. Further, if instructed by Shutterfly, you must delete all Content made available to you by Shutterfly members, whether or not any Shutterfly members have canceled or terminated relationships with you or their use of your App.

- o) You may not use any information provided by Shutterstock members to market to such members any products or services that are competitive with Shutterstock, and you may not allow third parties to do so. This obligation survives any expiration or termination of this Agreement.
- p) You cannot use Shutterstock Open API to create an image hosting service or ad serving application and/or platform.
- q) You may not use or allow the use of Shutterstock Open API or any App to send or facilitate the sending of unsolicited communications or for any fraudulent purpose, including but not limited to phishing.
- r) You may not use Shutterstock Open API in any manner or for any purpose that (i) would violate any laws, rules or regulations, (ii) would violate or infringe the rights of any third party; (iii) may be deemed libelous or defamatory; or (iv) is otherwise fraudulent, malicious or harmful to any person or entity, or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age.
- s) You shall not modify, decompile or otherwise alter Shutterstock Open API.
- t) You cannot distribute, sublicense, assign or otherwise transfer Shutterstock Open API or this License, whether by operation of law or otherwise.
- u) You must promptly comply with all other limitations imposed upon your use of Shutterstock Open API by Shutterstock.
- v) If your App creates a Shutterstock account, end users for whom the account is created must be provided with, and affirmatively accept, the then-current Shutterstock Terms and Shutterstock Privacy Policy at the time such account is created by or for such end users.

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