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The rights granted to you are non-transferable and may not be sublicensed.

There are two exceptions:

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- Subcontractors. You may authorize subcontractors (e.g., your printer or direct marketing agency) or distributors to use the Work in any production or distribution process related to your project or end use. These subcontractors and distributors may not use the content for any other purpose.

4. User accounts

You are responsible for monitoring all activity on each user account and agree to:

- i. maintain the security of all passwords and usernames,
 - ii. notify LuckyCaravan Pictures immediately of any unauthorized use or other breach of security; and
 - iii. assume full responsibility for the activity occurring on each of your user accounts.
- LuckyCaravan Pictures reserves the right to monitor downloads and user activity to ensure compliance with the terms of this Agreement. If LuckyCaravan Pictures determines that you are in violation of this or any other term of this Agreement, it may suspend access to your account and take any other action to protect its rights.

6. Intellectual Property Rights

All licensed content is the property of either LuckyCaravan Pictures or the Authors who provide the Work. All rights not expressly granted in this agreement are reserved by LuckyCaravan Pictures and its Content providers.

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Where commercially reasonable and technically feasible, and if other Works provided are credited in the same context, photo or Video credit must be given. You must then include the following credit alongside the Work or in the audiovisual production credits: '© Name of author/LuckyCaravan Pictures' or alternatively 'additional images/videos © LuckyCaravan Pictures'. In all cases, author and source credits must be of a size, color and scope that allows them to be clearly and easily read with the naked eye.

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No action, regardless of its form, may be brought by you more than one year after the cause of action arose, which in the case of an obligation to indemnify is deemed to be the date of the claim or action brought.

LuckyCaravan Pictures shall not be liable for any delay or failure to comply with our obligations if the delay or failure is due to a cause beyond our reasonable control.

You assume full responsibility for the use of the content or services provided by us. You agree to defend and indemnify LuckyCaravan Pictures, its partners and collaborators against any damages, liabilities, costs and expenses (including reasonable solicitors' fees and expenses) arising out of or in connection with any claim, action or proceeding brought by a third party relating to or arising directly or indirectly from you or your representatives' use of any Work or the services provided by us, any claim of a breach of any responsibility or obligation assumed by you under this agreement, any modification of any Work or the use of any content with any Work created or provided by you, any of your representatives or a third party, or for any other violation, by you or any of your representatives, of this agreement.

10. General provisions

Assignment.

This Agreement is personal to you and may not be assigned without the prior consent of LuckyCaravan Pictures.

Audit/Certificate of Compliance

Upon reasonable notice, you agree to provide LuckyCaravan Pictures with copies of final projects or uses containing the Licensed Work, including by providing LuckyCaravan Pictures with free access to any protected or otherwise restricted website or platform on which the Work is reproduced. In addition, in order to ensure compliance with the terms of the contract, LuckyCaravan Pictures may, upon reasonable notice, at its discretion, through its own employees or a third party, inspect your records directly related to this contract and your use of the Licensed Work. If any audit reveals a loss suffered by LuckyCaravan Pictures equal to or greater than five per cent (5%) of the amount you should have paid, then you shall pay the difference to LuckyCaravan Pictures, plus reimbursement of the audit costs. Where LuckyCaravan Pictures reasonably believes that the Work is being used outside the scope of the Licence granted by this agreement, you agree, at LuckyCaravan Pictures' request, to provide a certificate of compliance signed by a member of your company's management, in a form approved by LuckyCaravan Pictures.

Electronic storage

You agree to retain the copyright symbol, the name LuckyCaravan Pictures, the identification of the content and any other information that may be embedded in the electronic file containing the original Work, and to maintain security appropriate to the protection of the Work against unauthorized use by third parties. You may make one (1) copy of the content for backup purposes.

Applicable law/Arbitration

This contract is written in English, which is the only language that shall be deemed authentic in the event of a dispute, even in the presence of translations, which, by express agreement, are provided for convenience only and shall have no legal effect, in particular on the interpretation of the contract or the common intention of the parties. The LucyCaravan Pictures site may be accessible in different languages and from different countries. However, the site is hosted in FRANCE; it is operated, managed and controlled by Jérôme Robert, registered in FRANCE with Siret no. 41938615600022 and having its main activities in

FRANCE. This contract is therefore entirely and exclusively subject to French law. This submission of the contract to French law is a determining condition of LuckyCaravan Pictures' consent. You expressly accept this condition. Where necessary, it is specified that this contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods. In the event of a dispute concerning the application or interpretation of this contract, it is expressly agreed that the courts of Montpellier (France) shall have sole jurisdiction or, failing that, the courts of French territory, even in the event of multiple defendants or the introduction of third parties. LuckyCaravan Pictures may also bring legal or equitable proceedings or any other proceedings before any competent court in order to obtain an injunction or other appropriate relief if LuckyCaravan Pictures deems such action necessary or desirable. The parties agree that, notwithstanding any applicable limitation period, arbitration shall commence within a maximum of two years after the actions, events or facts giving rise to the claim.

Severability

In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain valid, legal and enforceable. Such provisions shall then be modified to the extent strictly necessary to render them enforceable.

Disclaimer

No action by either party, other than an express written waiver, shall be construed as a waiver of any provision of this Agreement.

Entire Agreement

No terms or conditions may be added to or deleted from this Agreement unless made in writing and accepted in writing by both parties, or issued electronically by LuckyCaravan Pictures and accepted in writing by you. In the event of a conflict between the provisions of this Agreement and those contained in any purchase order sent by you, the provisions of this Agreement shall prevail.

Notices

All notices to be sent to LuckyCaravan Pictures under this Agreement shall be sent by email to contact@luckycaravan.pictures. All notices to you shall be sent by email to the address specified in your account.

Taxes

You agree to pay and be responsible for any sales, use, or value-added taxes imposed by any jurisdiction as a result of a Licence granted to you or your use of the licensed content.

Legal entity granting rights

The legal entity granting rights under this agreement is determined based on your billing address and will be the same as the one indicated on your invoice.