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- ii. notify LuckyCaravan Pictures immediately of any unauthorized use or other breach of security; and
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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 License 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.

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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 LuckyCaravan 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

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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.

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You agree to pay and be responsible for any sales, use, or value-added taxes imposed by any jurisdiction as a result of a license 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.