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3.5. You may not use the Content in a pornographic, defamatory, fraudulent, obscene, or illegal project,

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3.6. If a Content featuring a template is used (i) in a way that would lead to the belief that the template uses or approves a product or service, or (ii) whether the template representation in The Content is unflattering or offensive, you must accompany each use with a statement that the person is a model and the Content is used for illustrative purposes only.

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3.8. Tahiti Stock Footage & Photos, after reasonable notice, may examine the records, accounts and books relating to the reproduction of any of the Content to ensure that the Content is used in accordance with this Agreement.

3.9. You may store the Content in your company's digital library for the duration of your license, for consultation by you and your customers, but you must retain the copyright symbol, the name of Tahiti Stock Footage & Photos, numbers And any other information that may be invisibly incorporated into the electronic files containing the original image / Videos. When your license term as stated in the invoice ends, you must quickly remove the Content from your computer or other electronic storage system. Any subsequent reuse of the Content must be granted by granting new licenses to Tahiti Stock Footage & Photos to ensure that the Content is available under the rights you require.

3.10. The Content may not be sublicensed, resold or made available for use or distribution separately or detached from a product or web page or an audiovisual project.

All Contents of Tahiti Stock Footage & Photos has no rights of transfer of image. It is your responsibility to verify that all necessary image transfers have been obtained (see article 7 below).

ARTICLE 4. Credit

The following message must be included on all main uses of the Content content and its derivatives in the form:

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You may use the name and / or logo of Tahiti Stock Footage & Photos and Authors to assign the use of Content.

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Upon notification sent within a reasonable period of time, you agree to provide Tahiti Stock Footage & Photos and its representatives with all supporting documents, copy of final project, free access to any website link where the Content is reproduced to verify the Compliance with the contract. If the audit reveals a prejudice to Tahiti Stock Footage & Photos and its Licensors, you agree to pay the amount equivalent to the damages suffered and the related fees and audit fees.

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6.1. Due to the nature of the downloadable digital files of the Content, and therefore can not be redirected, the right of withdrawal does not apply.

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6.3. Any Image / Video with defects will be notified in writing to Tahiti Stock Footage & Photos within thirty (30) days from the date of delivery of the Image / Video. Then Tahiti Stock Footage & Photos will replace the Image / Video of another faultless digital copy of the same Image / Video, or refund the License fee paid by you to the extent attributable to the defective Picture / Video.

ARTICLE 7. Guarantees

7.1. Tahiti Stock Footage & Photos guarantees that:

7.1.1. Any use you make of the Licensed Content and delivered in the form of Tahiti Stock Footage & Photos will not infringe copyright until the Content is modified, superimposed or reframed by you.

7.1.2. When Tahiti Stock Footage & Photos informs you of a waiver of image or proprietary rights, any use you make of the Licensed Content and delivered in the form of Tahiti Stock Footage & No copyright infringement until the Content is modified, superimposed, or cropped by you.

7.2. Exclusions from Warranty:

7.2.1. Tahiti Stock Footage & Photos does not warrant that all permissions have been obtained when shooting some Content. It is your responsibility to determine whether all permissions are required to use the Content for your project. You acknowledge that the content classified as "editorial" has generally obtained no authorization and that in case of commercial use, it is your responsibility to pay the sums due to the persons or owners of marks appearing on the Content.

7.2.2. Tahiti Stock Footage & Photos does not warrant that the Content is ranked in the most appropriate collection, with the most relevant description or keywords, although doing its best to make the Content as informed as possible.

7.2.3. Tahiti Stock Footage & Photos does not guarantee that the Content is perfectly suited to your project, but offers you the option of downloading a free low-definition preview to test the Content in your project and only for this purpose. Tahiti Stock Footage & Photos also makes efforts to ensure the quality of the Content in technical terms.

ARTICLE 8. Reservation and Termination

8.1. Tahiti Stock Footage & Photos does not warrant that the content you have chosen is suitable for your project and will not be liable for any damage resulting from the application of the content selected by you for your project.

8.2. Tahiti Stock Footage & Photos reserves the right to terminate this license to use the Content if you violate any terms and conditions of this Agreement. Upon termination of this license, you agree to immediately destroy all electronic or printed content and to discontinue use of the Content.

8.3. Tahiti Stock Footage reserves the right to terminate this Agreement in the event that you use the Content on a social network or other website, and such social network or website uses the Content for its own purposes or in a manner contrary to This contract.

ARTICLE 9. Indemnities

9.1. You warrant and indemnify Tahiti Stock Footage & Photos and its officer for all actions and claims based on breach of the Agreement, including negligence, or use by you of any or all of the Tahiti Stock Footage & Photos. As such, you will indemnify Tahiti Stock Footage & Photos and its officer for all costs and expenses incurred by such actions and claims, including legal, legal, expert, mediation and / arbitration.

9.2. You warrant and indemnify Tahiti Stock Footage & Photos and its officer for all actions and claims based on the infringement of copyright or other intellectual property rights owned by a third party and committed in any way using one or more Tahiti Stock Footage & Photos. As such, you will indemnify Tahiti Stock Footage & Photos and its officer for all costs and expenses incurred by such actions and claims, including legal, legal, expert, mediation and / or arbitration costs , It being understood that Tahiti Stock Footage & Photos will remain free to appoint the lawyer of its choice.

9.3. Limitation of Liability: Tahiti Stock Footage & Photos shall not be liable to you or any other person or entity for any loss, loss or damage resulting from this Agreement.

ARTICLE 10. Jurisdiction

These terms and conditions are governed, interpreted and applied in all respects in accordance with French law, adapted to the relative competences vested in French Polynesia.

The language of this contract is French. Any translation which is present on the site is given as an indication. In the absence of an amicable agreement between the parties, any legal action, suit or proceeding arising out of or related to this contract must be brought before the courts of French Polynesia.

SUMMARY :

The Rights Managed allow the use of the Content according to a project, an extent of diffusion, a duration, a territory.

The Editorial Rights allow a use of the Content illustrating an actual fact for a project, an extent of diffusion, a duration, a territory.

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