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10. General Provisions

(a) You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Membership Agreement and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

(b) iStockphoto's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(c) This Agreement is personal to you and is not assignable by you without iStockphoto's prior written consent. iStockphoto may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

(d) If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

(e) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

(f) This Agreement will be governed under the laws of the Province of Alberta and the federal laws of Canada applicable therein (without reference to conflicts of laws principles). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

(g) Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules. The arbitration shall take place in Calgary, Alberta, and shall be conducted in the English language.

(h) The parties have requested that this Agreement and all related documents be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient en anglais.

11. Contact

If you have concerns relating to this Agreement, please contact iStockphoto at help@istockphoto.com or via phone at (403) 265-3062.

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