

GENERAL TERMS AND CONDITIONS

ARTICLE 1. SCOPE

1.1 Parties

The general conditions of use of the platform www.my-sessions.com defined below (hereafter designated as the "**General Conditions**") govern the contractual relationships between each user of the platform www.my-sessions.com and its application program interfaces (hereafter respectively designated as the "**User(s)**" or "**You**" and the "**Platform**") and the company MYSESSIONS with a share capital of 5000 Euro, whose head offices are located at 68, rue de Clignancourt, 75018, Paris, France, and registered at the Paris Trade and Companies Register under number 841834906 (hereafter designated "**MySessions**").

1.2 Services

These General Conditions govern any access to any content that is made available on the Platform through the services offered by MySessions. MySessions is a unique integrated worldwide community platform that allows Users to access to, and purchase directly from a registered photographer with a secure online payment, the photograph(s) or video(s) of You (the "**Pictures**") taken during Your sport session(s). Therefore, the Platform **(i)** allows You (a) to connect with a registered photographer and (b) buy the Pictures taken by such photographer, and **(ii)** allows such photographer (a) to upload the Pictures of You taken during Your sport session(s) and (b) to offer You for sale such Pictures (the "**Services**"). Services are provided by MySessions to You free-of-charge. When Users make or accept a purchase, they are entering into a contract directly with a photographer that has registered on the Platform (hereafter designated as the "**Photographer(s)**"). MySessions is not and does not become a party or a participant to in any contractual relationship between Users and Photographers, nor is MySessions acting as an agent in any capacity for any Users or Photographers, except as expressly specified herein.

1.3 Entire agreement

These General Conditions constitute the entire and exclusive statement of the agreement between You and MySessions with respect to its subject matter and supersede all prior communications, understandings, and agreements between You and MySessions concerning the subject matter hereof, whether written or oral.

1.4 Modifications

MySessions may improve, enhance and modify the Platform and introduce new or modify the Services from time to time. Accordingly and in order to reflect such changes, You hereby understand and acknowledge that MySessions may modify from time to time certain provisions of the General Conditions. These modifications will be applicable starting from the date of their publication online, which date will be indicated at the end of such General Conditions.

1.5 Applicable conditions

Each purchase made on the Platform by the User is governed by the General Conditions applicable at the date of the transaction between You and a Photographer. Prior to validate Your purchase, You will be requested to read and expressly accept without reserve these General Conditions. By visiting and using the Platform, You acknowledge that You have read and You accept the General Conditions, and You commit to comply with these General Conditions.

ARTICLE 2. USE OF THE PLATFORM

2.1 Languages

The Platform is available in the English and French languages.

2.2 Age requirement

In order to visit or use the Platform, and to make an order on the Platform, You must be at least 18 years old, and be legally competent to contract. By accepting these General Conditions, You acknowledge that You are at least 18 years old and have the right to contract.

2.3 Interruption

You acknowledge that Your access to and use of the Platform may be interrupted from time to time as a result of scheduled maintenance or support operations necessary for the proper functioning of the Platform, the security or integrity of the servers or any other reason within or beyond the control of MySessions. MySessions reserves the right to suspend the availability of the Platform and therefore to restrict Your access to parts of or all of the Platform and/or remove any content at any time at its sole discretion and without prior notice.

2.4 Creation of a User account

As a condition to using the Platform and having access to the Pictures of Your sport sessions, You are first required to create a user account (Your **"User Account"**) by selecting a password and a username, and providing registration information including Your first name, last name, and a face picture of You, either with Your webcam or by uploading Your portrait (focused on Your face). The face picture You are required to provide must be a recent picture of You. You hereby understand that You will be able to access Pictures of You taken by a photographer only to the extent that You have uploaded an authentic picture of You pursuant to the process defined above. The face recognition provides an intuitive identification of any Pictures taken by Photographers where You appear during Your sport session.

You may also use Your Facebook or Google account to use the Services on the Platform, and share the purchased Pictures using Your Facebook or Google account. Accepting MySessions' application through Your Facebook or Google account automatically creates a User Account and opens a session. The e-mail address registered by MySessions will be the one linked to Your Facebook or Google account.

You can unsubscribe to the Services provided by MySessions simply by clicking on the option "Unsubscribe" in Your User Account.

You understand and acknowledge that Your User Account is strictly personal. You are solely responsible for maintaining the confidentiality of Your password and for any access to the Platform *via* Your User Account. In the event of loss, theft or unauthorised use of the identifiers, please notify MySessions immediately and proceed to the change of Your password as soon as possible.

2.5 Your rights and obligations

When creating a User Account:

- You understand that Photographers may take Pictures of You when You will be having a sport session.
- You explicitly authorize MySessions to send You notifications (on the Platform or *via* e-mail) when a Photographer uploads Pictures of You.
- You grant MySessions a non-exclusive, transferable, sub-licensable, royalty-free, revocable and worldwide license to upload, host, use, distribute, run, copy, reproduce or electronically display any and all Pictures of You taken by a Photographer during Your sport session, on the Platform or any other media for the purpose of enabling You to acquire such Pictures of You.

MySessions is very respectful of the privacy rights of its Users and will not use any Pictures of You without Your prior written consent. Therefore, MySessions may, from time to time, expressly request You (on the Platform or *via* e-mail for example) the rights to use, reproduce and electronically display

on the Platform or any other digital media the Pictures of You that are uploaded or that You are sharing on the social medias for the purposes of advertising the Services provided on the Platform, with an authorization to sublicense the above rights to a Sport Camp in connection with the promotion of the Services provided on the Platform solely. My Sessions will not use any Pictures of You for commercial purposes. In that case, You hereby acknowledge and consent that such authorizations will be granted, on a worldwide, royalty free basis and without any compensation of any kind to You.

You can terminate this license at any time upon a written notification to MySessions, pursuant to Article 4 of these General Conditions. Notwithstanding the above, You understand that, for technical reasons, deleted Pictures may be preserved for a limited period of time in backup copies. In addition, You understand and acknowledge that Pictures that You removed from the Platform may continue to appear if You have decided on Your own to share them *via* Your Facebook or Google account and if they have not been deleted.

Your Pictures will be accessible only by You on the Platform, unless You decide on your own to share Your Pictures on the social medias and except for the aforementioned rights You granted to MySessions.

You commit not to use the Platform for any purpose that is unlawful or not contemplated by these General Conditions. MySessions reserves the right to suspend or close, in appropriate circumstances, any User Account who repeatedly infringe the terms of these General Conditions.

When registering Your User Account, You commit to provide complete and accurate information. You are responsible for paying any fees that you owe to a Photographer and You acknowledge that Your order may be refused or cancelled if You have not paid a previous order, for any reason whatsoever, or if your payment is rejected.

Without prejudice to the intellectual property rights of MySessions or the Photographers, You may share and upload the Pictures You have purchased directly on Your other social media accounts (incl. Facebook, Instagram, Snapchat, Twitter). Your use of these social medias will be governed by and subject to the terms and conditions and privacy policies of such social medias. You understand and agree that MySessions does not endorse and is not responsible or liable for the behavior, features, or content of any such social media. You hereby understand and acknowledge that You cannot post any content of any kind on the Platform.

Once You have completed an order and downloaded the Pictures You have purchased, You will have the possibility to leave a comment on the Photographer's website, Facebook page or blog. The comment You will leave on the Photographer shall be related to the Picture(s) only and You acknowledge that it is absolutely forbidden to publish on the Platform and on the Photographer's website, Facebook page or blog any content that is violent, sexual explicit, pornographic, or related to political or religious matters and or not aligned with the subject matter of the Platform and MySessions' mission.

MySessions may from time to time offer trials to You for a limited period. MySessions reserves the right, to the extent permitted by the applicable law, to withdraw or to modify a trial at any time without prior notice and with no liability.

ARTICLE 3. PLACING ORDERS

3.1 Products sold by Photographers on the Platform

The products sold on the Platform are the Pictures that have been taken by a Photographer during Your sport sessions(s). Once You register Yourself through Your User Account, the face recognition will detect and match Your face with the Picture(s) where You appear during Your sport session, and You will receive notifications that will inform You that a Picture of You is available on the Platform. You may only access to a pack of Pictures of Yourself, containing several Pictures of You, within one (1) month from the date You have been notified of the uploading of such pack of Pictures by the Photographer(s)

on the Platform. Notwithstanding the above, once You have visualized this pack of Pictures, You will be able to purchase it within ten (10) days only from Your first access to such pack of Pictures of You in the Platform. MySessions will send You a kind reminder to inform You that You have 10 days left before the Pictures are removed from the Platform.

You are free and responsible for choosing the ones You wish to purchase. The Pictures may be offered in one or several formats and mountings. The prices of the pack of Pictures are indicated in Euro, including taxes and any shipping fees. The Pictures shall be paid in Euro. You understand and agree that Photographers are solely responsible for setting forth the price list applicable at the moment of Your order. Upon receipt of a purchase confirmation from MySessions, a legally binding agreement is entered into by and between You and a Photographer, subject to any additional terms and conditions of the Photographer that may apply, including in particular the applicable cancellation policy and any other conditions and restrictions. MySessions will collect the total fees at the time of the confirmed order or upon the Photographer's confirmation pursuant to the payment terms below.

You understand and agree that the Pictures are the physical property of the Photographers until the complete payment of the applicable prices.

3.2 How to make an order?

For making an order, You will need to complete the following steps:

a) Identification or, in the case You do not have a User Account at the time of the order, a webpage where You can create a User Account.

b) Consultation of the webpage including the Pictures of You and any information thereof (incl. the price set forth by the Photographer, the place where the Pictures were taken). On this screen You can choose a pack of Pictures, in the format and mounting among those available for these Pictures. You must click on « Add to shopping cart » in order to add these Pictures to Your shopping cart.

c) Review of the pack of Pictures. You have the possibility to delete any of these Pictures.

d) Page that summarizes Your order and includes information related to the different available payment schemes. On this page, You can choose Your payment schemes according to the payment terms set forth below and to verify the different elements constituting Your order (articles, quantity, mode of delivery, total price). You must ensure that all these elements correspond to the order You wish to make. If this is not the case, You have the possibility to modify Your order.

e) You must afterwards accept the General Conditions and the Privacy Policy prior to complete the payment. The General Conditions are available for reading and for printing through the link « General Terms and Conditions ». By checking the box prior to finalizing the creation of Your User Account and prior to each order, You expressly accept these General Conditions.

f) Prior to finalizing Your order, MySessions may request You the rights to use, reproduce, electronically display and distribute on the Platform or any other media the pack of the Pictures You are buying for the purpose of advertising the Services provided on the Platform, with an authorization to sublicense the above rights to a Sport Camp in connection with ads, offers, and other sponsored content that MySessions may display across the Platform. In that case, You consent that such authorizations will be granted on a worldwide basis, without any compensation of any kind to You.

g) You pay for Your order by the payment scheme You have chosen.

h) The contract between You and the Photographer is concluded upon the confirmation of Your payment.

i) The Platform sends You a confirmation of Your order by e-mail shortly after the confirmation of Your payment. The corresponding invoice will be available on Your User Account.

3.3 Methods of payment

You may use the following payment schemes to pay for Your order on the Platform : Visa, Mastercard and PayPal.

3.4 Security of payments

The transaction on the Platform is completed by the secure system of payment, PayPal. You are requested to review the general terms and conditions of PayPal. You hereby understand that MySessions shall not be responsible for any damages caused by PayPal. The bank information of the User is encrypted (SSL technology, Secure Socket Layer). Your bank information (number of card, expiration date, etc.) is not communicated to MySessions or the Photographer.

3.5 Proof of payment

The information registered by the Platform and its payment system constitutes the evidence of the transaction completed between Photographers and the Users.

3.6 Delivery of Your order

You are able to download Your Pictures once the payment has been received and within twelve (12) months from the purchase date.

3.7 Right of revocation

Pursuant to Article L.121-21-8 of French Consumer Code, You understand and accept that You cannot cancel Your order for the supply of any content if the delivery/downloading has started upon Your request and acknowledgement that You thereby waive your right of revocation.

3.8 Refunds

If technical problems prevent or unreasonably delay delivery of Pictures, Your exclusive and sole remedy is the refund of the price paid for the order. From time to time, MySessions may refuse a refund request if MySessions finds evidence of fraud, refund abuse or other manipulative behaviour that entitles MySessions to a corresponding counterclaim.

ARTICLE 4. CUSTOMER SERVICE AND CLAIMS

For any information or question related to the use of or access to the Services available on the Platform, You can contact our customer service by email at support@my-sessions.com. To the extent feasible, we will be happy to give all the information that You wish about Your Pictures and Your order.

ARTICLE 5. FORCE MAJEURE

MySessions shall be released from any obligation and shall not be held liable for any damages or remedies in the event of force majeure as defined by the French Civil Code.

The following events are expressly considered as being events of force majeure or fortuitous events, other than those generally agreed by the French Courts: any failure by the energy supplier leading to an interruption of energy supply, any failure of the communication networks that MySessions and/or its hosting service providers depend upon, and/or any failure of their replacement networks.

ARTICLE 6. PROTECTION OF PERSONAL DATA

MySessions processes some of Your personal data for the purposes of providing the Services. Such personal data are processed in accordance with the Privacy Policy available at <https://www.my-sessions.com/privacy.pdf> which You are required to review and accept prior to the finalization of any

transaction. By checking the box prior to finalize the creation of Your User Account and prior to any purchase, You expressly accept such Privacy Policy.

ARTICLE 7. WARRANTIES AND LIABILITIES

MySessions uses reasonable efforts to provide correct and updated information on the Platform. MySessions reserves the right to modify any such information at all times and without advance notice. MySessions cannot guarantee at all times the accuracy and completeness of the information available on the Platform. MySessions decline all liability for any interruption of the Platform, any bug, any inaccuracy or incompleteness regarding any information available on the Platform, and any damages resulting from any fraudulent intrusion by a third party leading to a modification of such information.

This Platform can contain links to other websites. MySessions cannot be held responsible for any issue of access or for any content of such websites. MySessions will not be liable for damages resulting from the impossibility to use the Platform.

MySessions will use reasonable efforts to keep the Platform operational. However, certain technical issues or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, MySessions reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Platform, with or without notice, all without liability to You, except where prohibited by law, for any interruption, modification, or discontinuation of the Platform or any function or feature thereof. You understand, agree, and accept that MySessions has no obligation to maintain, support, upgrade, or update the Platform, or to provide all or any specific content through the Platform. This section will be enforced to the extent permissible by applicable law.

7.1 Warranty and disclaimer

MYSESSIONS ENDEAVOURS TO PROVIDE THE BEST SERVICE IT CAN, BUT YOU UNDERSTAND AND AGREE THAT THE PLATFORM AND ANY SERVICES OR PRODUCTS PROVIDED VIA THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE PLATFORM VOLUNTARILY AND AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MYSESSIONS AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER MYSESSIONS NOR ANY OWNER OF CONTENT WARRANTS THAT THE USE OF THE PLATFORM IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, MYSESSIONS MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY UPLOADED PICTURES, THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT MYSESSIONS IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND PHOTOGRAPHER OR BETWEEN YOU AND THIRD PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE PLATFORM. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM THE PLATFORM SHALL CREATE ANY WARRANTY ON BEHALF OF MYSESSIONS IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

7.2 Limitation

MYSESSIONS HAS NO CONTROL OVER AND DOES NOT GUARANTEE (I) THE EXISTENCE, QUALITY, OR SUITABILITY OF ANY PICTURES OR OTHER CONTENT ON THE PLATFORM, OR (II) THE PERFORMANCE OR CONDUCT OF ANY PHOTOGRAPHER OR USER ON THE PLATFORM. MYSESSIONS DOES NOT ENDORSE ANY PHOTOGRAPHER.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE PLATFORM AND ANY SERVICES OR PRODUCTS PROVIDED ON THE PLATFORM IS TO UNINSTALL MYSESSION'S APPLICATION AND TO STOP USING THE PLATFORM. WHILE MYSESSIONS ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO THE PLATFORM, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MYSESSIONS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR PICTURES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE GENERAL CONDITIONS, (II) FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR PICTURES, (III) FROM ANY COMMUNICATIONS OR INTERACTIONS WITH OTHER MEMBERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MYSESSIONS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ARTICLE 8. INTELLECTUAL PROPERTY

8.1 Ownership of the Pictures

The Photographers are the owner of any intellectual property right in the Pictures, including the right of reproduction and communication to the public. Their authorization is necessary for all exploitation of these rights. Subject to the payment of the applicable order, You are granted with the a non-exclusive, royalty-free, revocable, transferable and worldwide right to use the Pictures solely for personal and non-commercial uses in compliance with this Agreement. Your rights include the right to upload, copy, reproduce and electronically display the Pictures on any social media. For clarity, with a personal and non-commercial license, You are allowed to exercise the aforementioned rights for educational purposes including on the equipment of a Sport Camp for any special events dedicated to Your sport session.

8.2 Ownership of the Platform

All the elements of the Platform, including the interface, the images, illustrations, texts, photographs, logos, the design, the applications and software included in the Platform may be subject to author's rights, trademark rights, design and model rights and other intellectual property rights hold by

MySessions or its licensors. Any use of the Platform or any of the Platform's element, including but not limited to the reproduction, the communication to the public, the modification, the adaptation, the translation is strictly forbidden, unless with the written consent of MySessions.

ARTICLE 9. FEEDBACK

MySessions welcomes and encourages You to provide feedback, comments and suggestions for improvements to the Platform ("**Feedback**"). You may submit Feedback by emailing MySessions, through the email at support@my-sessions.com. Any Feedback You submit to MySessions will be considered non-confidential and non-proprietary to You. By submitting Feedback to MySessions, You grant MySessions a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to You.

ARTICLE 10. THIRD PARTY APPLICATION

The Platform is integrated with third party applications, website, and services ("**Third Party Applications**") to make available content, products, and/or services to You. These Third Party Applications may have their own terms and conditions of use and privacy policies and Your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that MySessions does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

ARTICLE 11. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD MYSESSIONS HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF: (1) YOUR BREACH OF THESE GENERAL CONDITIONS; (2) ANY CONTENT OR COMMENT YOU MAY POST; (3) ANY ACTIVITY IN WHICH YOU ENGAGE ON OR THROUGH THE PLATFORM; AND (4) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MYSESSIONS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL CONDITIONS AND YOUR USE OF THE PLATFORM INCLUDING, BUT NOT LIMITED TO, FROM YOUR ORDER OF ANY PICTURES VIA THE PLATFORM, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR PICTURES, EXCEED ONE HUNDRED (100) EUROS. YOU UNDERSTAND AND RECOGNIZE THAT THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS FOR MYSESSIONS AND YOU. ANY ADDITIONAL LIABILITY OF MYSESSIONS IS EXCLUDED, TO THE EXTENT PERMITTED BY LAWS.

ARTICLE 12. ASSIGNMENT

MySessions may assign the General Conditions or any part of them, and MySessions may delegate any of its obligations under the General Conditions. You may not assign the General Conditions or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

ARTICLE 13. JURISDICTION

The General Conditions are governed by French law, excluding any conflict of law rules.

In case of any dispute arising out of or in connection with the General Conditions, the parties agree to seek an amicable resolution through mediation. If the parties have not resolved the dispute or claim within thirty (30) days after the one-day, non-binding mediation, either party may begin litigation proceedings. Notwithstanding the foregoing, nothing in this Article 13 shall prevent a party from seeking preliminary injunctive relief from a court of competent jurisdiction in accordance with this article.

Any dispute that may arise out of or in connection with the present General Conditions, including without limitation the validity, formation, interpretation, performance, construction, termination or expiration of the contract that cannot be settled amicably shall be referred to the exclusive jurisdiction of the competent courts of Paris, France, including in case of defendants, contribution or guarantee claims or any third party proceedings and/or summary proceedings.

You hereby understand and agree that in case of dispute between You and any Photographer, the aforementioned governing law/jurisdiction provisions will not apply.

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