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Any use of Social Media Sharing Images in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling SuperStock to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party. In addition and without prejudice to SuperStock's other remedies under this Agreement, SuperStock reserves the right to charge and you agree to pay a fee equal to Four (4) times SuperStock's licensing fee for use of the Image(s).

JURISDICTION AND ATTORNEY FEES

Any dispute related to this Agreement, or the subject matter of this Agreement, shall be governed by the laws of the State of Texas and applicable U.S. Federal law, regardless of conflicts of laws, and resolved in state and federal courts located in Dallas, Texas, United States of America.

If SuperStock is caused to defend or present claims or a suit as a result of any breach of this Agreement, SuperStock shall be entitled to payment by you of SuperStock's reasonable attorney fees or costs.

NO WAIVER

No action of SuperStock, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of SuperStock in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion.

ENTIRE AGREEMENT

This Agreement and the Site Agreement contain all the terms of the agreement between SuperStock and you and no term or conditions may be added or deleted unless made in writing and signed by both parties. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of this Agreement will be in no way affected or impaired.