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- 3.7 Furthermore, no claim or action of any sort can arise against Company. In this Agreement for the use of the Images and no liability can attach to Company for any acts, omissions or failures of the part of the Licensee to comply with the terms of this Agreement.

4. Termination and Revocation

- 4.1 The licence contained in this Agreement will terminate automatically without notice from Company if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Images, (ii) destroy or, upon the request of Company, return the Images to Company (in the case of analogue materials), and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).
- 4.2 Company reserves the right to revoke the licence to use the Images for good cause and elect to replace such Images with alternative Images. Upon notice of any revocation of a licence for any particular Images, Licensee shall immediately cease using such Images and shall ensure that its clients and customers do likewise.

5. Severability

If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in effect as if this Agreement had been executed with the invalid portion eliminated.

6. Law and Jurisdiction

- 6.1 This Agreement will be governed in all respects by the laws of The Netherlands, without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its enforceability shall be settled by binding arbitration to be held in Amsterdam, Netherlands or Düsseldorf, Germany.
- 6.2 Notwithstanding the foregoing, Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Company, such action is necessary or desirable.

7. Waiver

- 7.1 No action of Company, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

8. Credit Line

8.1 Company kindly requests a credit line that reads "imageshop".

9. Entire Contract

- 9.1 This contract contains all the terms of the licence agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorised representative of both parties.

10. General provisions

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.