Creatigo End User Licence Agreement

Last Updated: November 2022

This agreement identifies your responsibilities and limits in using the Creatigo Platform media assets. Please review it carefully.

This media asset licence agreement is between you and Creatigo Limited and explains how you can use video, audio and other content you download from Creatigo's platform (individually and collectively, "Media Assets").

By downloading Media Assets from Creatigo's platform, you accept the terms of this Media Assets End User Licence Agreement (the "Agreement").

In this Agreement, the terms "you" and "your" refer to the person (individual or business entity) designated as "Licensee" when Media Assets are downloaded from the Creatigo platform (the "Creatigo Platform"). A Person may not download Media Assets unless named as the Licensee or has authority to and does bind the designated Licensee to this Agreement. The terms "Creatigo", "us", "we", and "our" refer to Creatigo Limited (company number 13917977) with registered offices at First Floor, Jebsen House, 53-61 High Street, Ruislip, Middlesex, United Kingdom, HA4 7BD.

1.Types of Licence

1.1. Your subscription. Your licence with Creatigo is made up of (i) your choices on the subscription and billing pages of the Platform that sets out the specific type of licence you purchased from Creatigo and the fees (your "Subscription") and (ii) the terms of this Agreement.

1.2 Licence type. Creatigo offers two types of licences, with the extent of use rights depending on your location.

1.2.1 An All Media Licence for users throughout the world, except for the United States, Canada, United Kingdom, Germany, France, Australia, New Zealand.

1.2.2 A Digital Licence for users in the United States, Canada, United Kingdom, Germany, France, Australia, New Zealand.

1.3. Media Assets access. Creatigo has several access packages that set out the number of Media Assets items you may download from the Creatigo Platform in a specified time period and your choice of package is set out in your Subscription.

1.3.1 The Classic plan is based on a cap of eight (8) Media Assets items per billing cycle.

1.3.2 The Max plan is based on an unlimited number Media Assets items, however to ensure Creatigo's Platform management and performance, Media Assets item downloads are subject to a cap of three hundred (300) downloads per billing cycle.

1.3.3 Each Media Assets item may be downloaded any number of times during a monthly billing cycle but will become part of the download cap for any subsequent monthly billing cycle. Therefore, you can re-download a previously downloaded Media Assets items up to the end of that billing cycle, at which point re-downloading it would be counted as a "new" Media Assets item.

2.Grant of Rights, Use the Media Assets and Limitations

2.1All Media Licence. For all users except for those located in the United States, Canada, United Kingdom, Germany, France, Australia, New Zealand, we grant you a non-exclusive, worldwide, perpetual right and license (an "All Media Licence") on the terms and subject to the conditions and limitations set out in this Agreement, to:

2.1.1use, copy, edit, modify, couple and synchronize the Media Assets in any independently authored derivative or other work in any media now known or later devised (including in-context works for advertising and promotion), which incorporates Media Assets together with other substantial independently created media works, and is created by or for you or on your behalf as permitted by the terms of this Agreement ("Work");

2.1.2use and distribute the Works my means of digital production, digital streaming via the Internet, print media, film, physical media and merchandise, broadcast, and cable or satellite distribution and in any other media now known or hereafter devised;

2.1.3use the tags, metadata, designations, annotations, information, and documentation that are available on Creatigo platform and relate to Media Assets; and

2.1.4create an unlimited number of Works.

2.2 Digital Licence. If you are in the United States, Canada, United Kingdom, Germany, France, Australia, or New Zealand, we grant you a non-exclusive, worldwide, perpetual right and licence (a "Digital Licence") on the terms and subject to the conditions and limitations set out in this Agreement, to:

2.2.1use, copy, edit, modify, couple and synchronize the Media Assets in your Work;

2.2.2use and distribute the Works by means of digital production and digital streaming through the Internet only (web/online, SVOD, VOD, social media);

2.2.3use the tags, metadata, designations, annotations, information, and documentation that are available on Creatigo platform and relate to Media Assets; and

2.2.4create an unlimited number of Works.

For the avoidance of doubt, the Digital Licence may not use Media Assets for print media, film, physical media and merchandise, performance, linear broadcast, and cable or satellite distribution. Only digital production and digital streaming is permitted.

2.3 Music and audio Media Assets. Certain of our Media Assets includes music, musical compositions including lyrics, and other audio recording ("Audio Media Assets"). Notwithstanding any other terms of this Agreement, this licence and your rights to use Audio Media Assets does not include any public performance rights of the Audio Media Assets, nor does our licence to you include any right or waiver or royalties by any public performance, collection society or similar organisations in any jurisdiction You are solely responsible for any public performance use of the Audio Media Assets in your Works, and this may apply in certain jurisdictions where, depending on how your Work is used, public performance rights are considered mandatory under applicable law.

2.3 Definitions. The following definitions apply to your use:

"perpetual" meaning there is no expiry or end date on your rights to use the Media Assets.

"worldwide" meaning Media Assets can be used and distributed in any geographic territory;

"unlimited" meaning Media Assets can be used an unlimited number of Works, subject to any download restrictions based on your Subscription and this Agreement.

"non-exclusive" meaning that you do not have exclusive rights to use the Media Assets. Creatigo may license the same Media Assets to other customers.

"All Media", meaning Media Assets can be used in digital, print, broadcast, or in any other medium or format.

"Digital Media", meaning Media Assets can be used only in digital format and distributed via digital streaming via the internet.

Please make sure you read the limitations section below for exceptions to use.

2.4Limitations on use. The following are limitations, restrictions and prohibited use of the Media Assets:

2.4.1 No unlawful use. You may not use Media Assets in a pornographic, defamatory or other unlawful manner, to promote violence or hatred, or in violation of any applicable regulations or industry codes.

2.4.2 No standalone use. You may not use Media Assets (or portion of it) in any way that allows redistribution as a standalone product, service, or file, separate from your Work. This includes allowing access to the raw Media Assets (expect for the creation, reproduction or distribution of Works made by or for you as directly permitted by this Agreement) or for distributing, licensing or selling the Media Assets as an audio or video product or placing the Media Assets on a platform that makes it available such that a person can without extraordinary effort access or reproduce the Media Assets or enables sharing the Media Assets in a peer-to-peer or similar file-sharing arrangement;

2.4.3 No sharing of access. Your right to access the Creatigo platform and to download and use the Media Assets under this Agreement is based on one seat per licensee. You cannot share or permit others to access, download, or use the Media Assets by using your Creatigo platform access rights and log-in details.

2.4.4 No commercial use of editorial content. Unless explicitly authorised in writing by Creatigo, you may not use Media Assets marked "editorial" or "for editorial use" for any commercial, promotional, advertorial, endorsement, advertising, or merchandising purposes. This type of content is primarily intended to be used for editorial purposes, meaning descriptive purposes such as news reporting or of public interest. In addition (and as set out in Section 9.2.1) you are responsible for obtaining any necessary approvals from third parties such as individuals featured or event organisers before using "editorial" content for a commercial purpose. Any modification of "editorial" Media Assets shall be limited to editing video and audio for length or combining it with other content, provided that the editorial meaning is not altered or distorted.

2.4.5 No sensitive use. Except for Media Assets marked "editorial" or "for editorial use", you may not use Media Assets that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, be defamatory).

2.4.6 No false representation of authorship. You may not falsely represent that you are the original creator of a work that is made up largely of Media Assets. For instance, you cannot create artwork based solely on Media Assets and claim that you are the author.

2.4.7 No merchandising products. You may not use Media Assets in connection with merchandising products or services (e.g., products which use licensed images or audio for customisation on a made-to-order basis, including, without limitation, screensavers or wallpapers, tangible items like posters, CDs, non-fungible tokens, or similar items (and this includes the sale of products through custom designed websites).

2.4.8No electronic templates. You may not use Media Assets in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, and brochure design templates).

2.4.9No use in trademark logo. You may not incorporate any Media Assets as a logo, trademark , design mark or service mark or register (in any jurisdiction) any such Media Assets as part of intellectual property protection.

2.4.10No editing Audio Media Assets. You may edit or modify the Audio Media Assets for your Work, provided that you may do basic editing (e.g., setting fade-in/fade-out points, determining start and end points, or using only a portion of it), in a way that does not alter its fundamental character, structure, lyrics and/or melody or prejudice of the un-waivable moral rights of the artists.

3.Individuals Who Can Use the Media Assets

3.1Individual (seat) licence. The licence we grant you is limited to only one individual to access the Creatigo Platform and to download and use the Media Assets(with view licensing, editing, modifying or adapting the Media Assets for the Work) The individual (and associated email address) who is designated as part of your Subscription, in other documentation with us, or who otherwise downloads the Media Assets through the Creatigo Platform will be deemed to be that individual in terms of this Agreement.

3.2 Your and others use. The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else.

3.2.1. Employer or client. If you are purchasing on behalf of your employer or client, your employer or client will be the individual specified in Section 3.1. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this Agreement. If you do not have that authority, then your employer or client may not access the Creatigo Platform or use the Media Assets. The rights purchased may only belong to you or your employer/client, depending on who is named as the "Licensee" at the time of purchase.

3.2.2 Sharing. Please note that sharing restrictions apply. Only one individual per licence may access the Creatigo platform, download, edit, modify or otherwise use the Media Assets; however, that individual may make the Media Assets available for viewing by any of your employees, clients and subcontractors.

3.2 Subcontractors. You may allow subcontractors or distributors to use Media Assets in any production or distribution process related to your Work. These subcontractors and distributors must agree to be bound by the terms of this Agreement and may not use the Media Assets for any other purpose.

4.Managing Your User Account.

4.1 You will be responsible for tracking all activity for your user account, and you agree to: (i) maintain the security of all passwords and usernames; (ii) notify Creatigo immediately of any unauthorised use or other breaches of security; and (iii) accept all responsibility for activity that occurs under each user account. Creatigo reserves the right to monitor downloads and user activity to ensure compliance with the terms of this Agreement. If Creatigo determines that you are in breach of this or any other term of this Agreement, it may suspend access to your account and seek further legal remedies.

5.Intellectual Property Rights in the Media Assets

5.1 Ownership of Media Asset. All Media Assets are owned by either Creatigo or its media asset suppliers. All rights not expressly granted in this Agreement are reserved by Creatigo and the media asset suppliers. You may not assert any right to revenue from a collecting society, social media website, content sharing platform or any other third party in respect of photocopying, digital copying, sharing, distribution or other secondary uses of the Media Assets that may be part of your Work. For the avoidance of doubt, you shall retain all rights in your Work.

6.Attributing Media Assets

6.1Should the metadata for the respective Media Assets indicate attribution/credit is required, or where crediting is customary, or where other such credits are provided as part of your Work, you will use your reasonable commercial efforts to accompany your Work with a credit line for the Media Assets as follows:

"[Music] / [Video] supplied by [Media Asset contributor/artist name] via Creatigo" or substantively similar language.

6.2 You may use the name of Creatigo and/or its Media Asset suppliers as necessary to give attribution, but you may not otherwise use their names, logos or trademarks without prior written approval.

7.Fees and Renewal.

7.1 Subscription fee. The subscription fee for the licence of Media Assets is set out in your Subscription.

7.2. Taxes. You are responsible for promptly paying all applicable sales taxes, use taxes, value-added taxes, property tax, customs, duties and any related interest or penalties imposed by any jurisdiction due to this Agreement or any use of the Media Assets.

7.3 No set-off, withholdings or deductions. You must pay all amounts due to us in a payment currency approved on the Creatigo platform without any set off, deduction or withholding of any kind, including tax withholdings or amounts charged for currency conversion. To the extent that you determine that you are required under law to withhold any amount from payments due to us or a financial institution or other intermediary deducts any amount for currency conversion or other services from your payment to us, the price for the applicable License is hereby increased by the amount that would cause the net amount actually received by us to equal the price that would otherwise apply for the sale of the License.

7.4. Renewal. Upon expiration of the term, if your subscription will automatically renew, you authorise Creatigo to charge, and you agree to pay, the applicable subscription fee at the then applicable rate and taxes according to your payment information on file.

7.5. Fees final. All sales are final, and we are under no obligation to refund any fee paid by you for access to the Creatigo platform and use of the Media Assets under any circumstances, except upon a material breach of one of our express representations and warranties set forth herein for such Media Asset. However, if you request a refund, and we, in our sole discretion, determine to provide you with a refund, the licence granted in this Agreement for the Media Assets will be rescinded. Any refund will be made by such means as we determine appropriate. Creatigo may deactivate your subscription without prior notice if Creatigo is unable to complete a transaction using the payment information provided by you.

8.Termination/Cancellation/Withdrawal

8.1Material breach by you. Your licence to use the Media Assets and the Creatigo Platform will terminate without notice from us if you fail to cure a material breach or other material failure to comply with any provision of this Agreement within 14 days of written notice from us of such breach. Upon termination, to the extent reasonably practical, you and your representatives must immediately: (i) stop using the Media Assets and the Creatigo Platform; and (ii) delete or remove the Media Assets from your premises, computer systems and storage (electronic or physical).

8.2. Download limits and use rights. If you breach the type of licence, download limits, or use rights set out in Sections 1 or 3, or otherwise in this Agreement, Creatigo will have the right to immediately suspend your use of the Creatigo Platform and, at is sole discretion, terminate with immediate effect your rights granted under this Agreement.

8.3 Social media termination. If you use the Media Assets as part of your Work on a social media platform or other third-party website and the platform or website uses such Work in a way that is contrary to this Agreement, the rights granted for use of the Media Assets under this Agreement shall immediately terminate, and in that event, upon Creatigo's request, you agree to remove any such Works from such platform or website.

8.4 Media Assets withdrawal. Creatigo may discontinue licensing any item of Media Assets at any time in its sole discretion. Upon notice from Creatigo, or upon your knowledge, that any Media Assets may be subject to a claim of infringement of a third party's right for which Creatigo may be liable, Creatigo may require you to immediately, and at your own expense: (i) cease using the Media Assets and (ii) delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. Creatigo will provide you with replacement content (determined by Creatigo in its reasonable commercial judgment) free of charge, subject to the other terms of this Agreement.

8.5. Survival. The provisions of this Agreement, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

9.Representations and Warranties.

9.1 *Creatigo Warranty.* Creatigo represents and warrants that:

9.1.1 We have the right and authority to grant you the rights in the Media Assets in this Agreement, subject to all applicable limitations, disclaimers and exclusions in this Agreement; and

9.1.2 Subject to terms of this Agreement (including Section 9.2) and your obligations and any limitations under this Agreement), that unaltered Media Assets when downloaded from the Platform and used in compliance with applicable law will not infringe any copyright, trademark or other intellectual property right of the owner/creator, and, where a model release has been obtained, will not violate any third party's rights of privacy or publicity rights.

9.2Warranty Disclaimer:

9.2.1 Creatigo does not grant any right or make any warranty regarding the use of names, people, trademarks, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the Media Assets. In such cases, you are solely responsible for determining whether a release is required in connection with your proposed use of the Media Assets and you are solely responsible for obtaining such release. You acknowledge that no releases are generally obtained for Media Assets identified as "editorial" or "for editorial use", and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release.

9.2.2. OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 9.1, THE CREATIGO PLATFORM, THE MEDIA ASSETS AND ASSOCIATED METADATA, AND OUR SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CREATIGO DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE CREATIGO PLATFORM, THE MEDIA ASSETS OR THE MEDIA ASSETS METADATA WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE.

9.3Your Warranty. You represent and warrant:

9.3.1 You are of sufficient legal age and have the legal capacity to create binding legal obligations set out in this Agreement.

9.3.2All information you provided to us to access the Creatigo platform is accurate and true, including all information relating to credit card or other payment information, and you agree to update such information as is necessary for such information to continue to be accurate and complete.

9.3.3 If the individual who is entering into this Agreement on behalf of your employer and/or any other person, you represent and warrant that (i) you have the full right and authority to execute, deliver and perform this Agreement on behalf such employer/person, and (ii) this Agreement is a binding and enforceable Agreement upon of such employer/person.

10.Indemnification

10.1 Creatigo indemnity. Provided that you are not in breach of this Agreement, Creatigo agrees, subject to the terms of this Section 10, to defend, indemnify and hold harmless you, your affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with any breach or alleged breach by Creatigo of its warranties in Section 9.1 of this Agreement. This indemnification does not apply to the extent any damages, costs or losses arise out of or are a result of modifications made by you to the Media Assets, the context in which the Media Assets are used by you, or if use of the Media Assets is in breach of your obligation or responsibility under this Agreement. This indemnification also does not apply to your continued use of Media Assets following notice from Creatigo, or upon your knowledge, that the Media Assets are subject to a claim of infringement of a third party's right.

10.2 Your indemnity. You agree to defend, indemnify and hold harmless Creatigo and its affiliates, Media Assets suppliers, and each of their respective officers, directors, and employees from all damages, liabilities, and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with (i) your use of any Media Assets outside the scope of this Agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of the Agreement.

10.3 Indemnity process. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement, or defence of any claim or litigation. The indemnified party (the one not covering the costs) shall cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal costs including attorney fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.

11. Limitation of Liability.

11.1 CREATIGO AND THE MEDIA ASSETS CONTRIBUTORS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS OR, IN THE CASE OF US, ANY OTHER DAMAGES, COSTS OR LOSSES, INCLUDING THE COST OF COVER, ARISING UNDER THIS AGREEMENT. THIS LIMIT OF LIABILITY INCLUDES YOUR OR ANY OF YOUR REPRESENTATIVES' USE OR EXPLOITATION OF THE MEDIA ASSETS, THE CREATIGO PLATFORM OR THE MEDIA ASSETS METADATA, AND ANY SERVICES PROVIDED BY US OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

11.2 THE MAXIMUM AGGREGATE AMOUNT OF CREATIGO'S LIABILITY RELATED YOUR USE OF THE MEDIA ASSETS SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY YOU FOR THE PREVIOUS TWELVE MONTHS FROM THE DATE OF THE COMMENCEMENT OF THE CLAIM. THESE LIMITS APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT (1) THE FEES FOR THE USE OF THE MEDIA ASSETS REFLECT AND ARE SET IN RELIANCE UPON THE ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, AND (2) THE LIMITATIONS OF LIABILITY HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US.

11.3. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, CREATIGO AND THE MEDIA ASSETS CONTRIBUTOR SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF PARTICULAR MODIFICATIONS MADE TO THE MEDIA ASSETS BY YOU, ANY OF YOUR REPRESENTATIVES OR ANY THIRD PARTY AFTER THE MEDIA ASSETS IS DOWNLOADED OR ARISING AS A RESULT OF THE PARTICULAR CONTEXT IN WHICH THE MEDIA ASSSETS ARE USED.

12.Data Protection

12.1 Processing your data. Creatigo will collect and process your personal data pursuant to this Agreement in compliance with data protection and privacy legislation from time to time applicable, including without limitation the UK Data Protection Act 2018; the EU Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the EU Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended. For information on how we collect and process your personal information, see our Privacy Notice, [...add link]

12.2 Your consent to process your data. You consent to your personal information being shared with and processed in the course of our business by us and our affiliates, which are located in the United Kingdom, the United States, and various other different countries, which provide varying and, in some cases, less privacy protection than your country.

12.3 Consent to electronic communications. You consent to receive communications from us electronically and agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing.

13.General Provisions.

13.1 Other Terms. This Agreement is in addition to the Creatigo platform's Terms of Use [add link.....] and Privacy Notice [add link.....], and the other terms, disclaimers, and restrictions as part of the downloading of Media Assets. In the event of any inconsistency between this Agreement and such Terms of Use or Privacy Notice, the terms of this Agreement shall govern.

13.2. Audit. Upon reasonable notice, you agree to provide to Creatigo sample copies of projects or end uses that contain licensed media assets, including providing Creatigo with free-of-charge access to any pay-walled or otherwise restricted access website or platform where Media Assets are being used. In addition, upon reasonable notice, Creatigo may, at its discretion (either through its own employees or through a third party), audit your records directly related your use of Media Assets to verify compliance with the terms of this Agreement.

13.3 Electronic storage. You agree to retain the copyright symbol, the name of Creatigo, the Media Assets' identification number and any other information or metadata that may be embedded in the electronic file containing the original Media Assets, and to maintain appropriate security to protect the Media Assets from unauthorised use by third parties. You may make one (1) copy of the Media Assets for backup purposes.

13.4. Severability. If one or more of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.

13.5 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement.

13.6. Independent Contractor. The parties to this Agreement are independent contractors, and nothing in this Agreement shall create a joint venture, partnership or franchise or fiduciary relationship between the parties.

13.7 Third Party Rights. This Agreement does not create or infer any rights under the UK Contracts (Rights of Third Parties) Act 1999 or related legislation and is not enforceable by any person who is not a party to this Agreement.

13.8 Assignment. This Agreement is personal to you and not assignable by you without Creatigo's prior written consent. Creatigo may assign this Agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

13.9. Changes to this Agreement. We reserve the right to make changes to this Agreement at any time and without direct notice to you, however we will post any changes on the Creatigo platform. You will be subject to the terms of the Agreement in force at the time that the Media Assets are first downloaded by you. For avoidance of doubt, a change to this Agreement will not apply to Media Assets that was first downloaded by you prior to the change. No modification, deletion, amendment of any provision of this Agreement is binding on us unless in writing signed by our authorised representative or posted by us on the Creatigo Platform.

13.10 Notice. All notices required to be sent to Creatigo under this Agreement should be sent via email to hello@creatigo.com. All notices to you will be sent via email to the email set out in your Creatigo platform account.

13.11. Governing Law. The Agreement shall be governed by and construed in accordance with the laws in of England & Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).