

User License Agreement

This End User License Agreement is current as of January 7, 2009 and supersedes any other agreement.

BY USING ANY ALL BETS ARE OFF PRODUCT ("Digital Media Files"), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, THE LICENSE GRANTED AND RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER AS WELL AS TO YOU AS A REPRESENTATIVE OF YOUR EMPLOYER. SHOULD YOU CEASE WORKING FOR YOUR EMPLOYER, YOUR EMPLOYER MAY CONTINUE TO OPERATE UNDER THIS AGREEMENT.

Definitions

"Digital Media Files" are any images, animations, films, videos, video clips or other audio/visual representations recorded in any format that are owned or controlled by All Bets Are Off Productions Limited to be known hereafter as All Bets Are Off.

Digital Media Files are content available for purchase, paid and downloaded from <http://footage.allbetsareoff.com/> or any site All Bets Are Off has authorized.

"Royalty Free" means that aside from the purchase price, no further fees or compensation is due once Digital Media files are purchased pursuant to all the terms and conditions of this agreement.

Uses of Media Files not expressly permitted by this Agreement are not allowed. Special licensing for additional rights are available by contacting All Bets Are Off at service@allbetsareoff.com

Royalty Free Use License

Pursuant to all the terms of this agreement you may use the Digital Media Files as many times as you wish without further payments.

The Digital Media Files may only be modified or used on one computer at any one time. You may not rent, lease, lend, exchange, sell or sublicense the Digital Media Files to another person, company or other entity.

Anything you produce using the Digital Media Files must be for the use of your client or customer, employer or your own use all of whom must be the end-user of the work. This is not a concurrent use license. Please contact All Bets Are Off for a multi-use license if you need to use the Digital Media Files over a network for multiple users.

The Digital Media Files may be incorporated into a derivative work such as a film feature, video, broadcast, multimedia work, advertisement, live performance, internet website, presentation or print project. Digital Media Files may not be composited or used in any work which is sold on any image library, stock footage video library or other repository offering content for sale.

Restrictions

The Digital Media Files and any derivative work thereof may not, in whole or in part, be used, sold, sublicensed, reproduced, distributed, displayed, incorporated into or otherwise made available as templates, standalone backgrounds, stock elements, effects imagery elements or downloadable files. The Digital Media Files and any derivative work thereof may not, in whole or in part, be included in any other clip media/stock product, library, collection, or set of clips for distribution or resale. These Restrictions apply even if the Digital Media Files have been significantly altered. If Digital Media Files are used in a project that will be reproduced, sold, given away, distributed, or broadcast (including internet broadcast sites such as YouTube) the Digital Media Files may not comprise more than 25% of the length of the finished work, even if the Digital Media Files are layered with other graphics, nor may the primary value of the project come from the Digital Media Files.

The Digital Media Files are strictly prohibited from being used as screen savers. Additionally, you agree to notify All Bets Are Off in writing and take all steps possible to prevent any third party from duplicating or distributing any of the Digital Media Files included in the finished work. Please note that special licensing to obtain additional rights is available by contacting All Bets Are Off.

Fit for the Purpose

The Digital Media files are only to be used in a manner fit for the purpose of distribution which always means not bringing into disrepute the quality of All Bets Are Off content by using lesser resolution files when the distribution or exhibition medium could have displayed a higher resolution. Digital Media Files of frame sizes small than 1080x1920 and 1280x720 are not to be broadcast on Television, Cable or Satellite programs.

No Defamatory Use

The Digital Media Files may not under any circumstances be used in a way that would defame, malign, slander, asperse, libel, or vilify the persons, property in the Digital Media Files.

Other Restrictions

The Digital Media Files may not under any circumstances be used in or in conjunction with, or as part of pornographic, obscene, fraudulent, libelous, infringing or illegal material. All low-resolution versions of the Digital Media Files are not licensed for broadcast.

All Bets Are Off my request of any user or licensee of its Digital Media Files to show proof of purchase. The request will be in writing and the user is to reply in writing.

Credits

When incorporating the Digital Media Files in film features, broadcast productions, or video products, All Bets Are Off requests a credit line nominating the actor and a further credit that reads "Green screen actors by allbetsareoff.com". Licensee can identify the actor by entering the first five digits of Digital Media File number on the 'License & Release' page of the footage.allbetsareoff.com web site.

All Bets Are Off Productions right to use Licensees composite content

Unless All Bets Are Off receives written notification from you to the contrary, you hereby grant All Bets Are Off the right to display any derivative works within your possession or control that incorporate one or more of the Digital Media Files at tradeshows, in collateral, and/or via electronic distribution for All Bets Are Off marketing, educational, and promotional purposes as examples of customer usage. At your request, All Bets Are Off will identify you as the author of such derivative work.

Ownership

All right, title and interest in the Digital Media Files, including any updates or revisions thereto, is and shall remain the exclusive property of All Bets Are Off, its licensors and their successors and assigns. Other than the limited license explicitly set forth in this Agreement, no interest in, or rights or licenses to the Digital Media Files are granted to you and no interest in, or rights or licenses to the Digital Media Files shall inure in or accrue to you, whether by implication, estoppel or otherwise. All rights of any kind in the Digital Media Files which are not expressly granted in this Agreement are entirely and exclusively reserved to and by All Bets Are Off, its licensors and their successors and assigns.

Releases

All Bets Are Off holds actor released for all Digital Media files on this site. The releases have been confirmed by way of direct releases with All Bets Are Off or by way of assignment or license.

Limitation on Liability

All Bets Are Off will not be liable to you for any special, indirect, consequential, punitive, or incidental damages (including, without limitation, damages for loss of profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Digital Media Files. ALL BETS ARE OFF'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PARTICULAR DIGITAL MEDIA FILES. Your rights may vary from state to state.

You agree to indemnify and hold All Bets Are Off, its licensors, and their officers, directors, agents and employees, harmless from and against any claims, demands, losses, damages, liabilities or expenses of any kind arising from your use of the Digital Media Files in any form, any breach of the terms and conditions of this Agreement, or your negligent act, omission or willful misconduct. Term and Termination

This Agreement shall be effective as of the earliest of the date you download or use, the Digital Media Files and shall continue in effect until terminated. Unless expressly waived by All Bets Are Off in writing, all license rights granted pursuant to this Agreement shall automatically terminate upon your breach of this Agreement. Your rights under this Agreement shall immediately terminate upon your cessation of business, insolvency, assignment of assets for the benefit of creditors, bankruptcy or appointment of a trustee for all or a portion of your assets. Upon termination of this Agreement for any reason, you shall immediately cease all use of the Digital Media Files in any form and immediately return or destroy all copies of the Digital Media Files in your possession or control. Any provisions in this Agreement that by their sense and context are intended to survive the termination of this Agreement shall survive such termination. Any cause of action that All Bets Are Off may have against you for breach of this Agreement prior to the date of termination shall survive such termination.

Warranty

All Bets Are Off warrants the Digital Media Files to be free from defects in material and workmanship for 60 days from delivery. Your sole and exclusive remedy for a breach of this warranty is the replacement of the Digital Media Files, applicable media or a refund of the purchase price, at the option of All Bets Are Off. ALL BETS ARE OFF MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH REGARD TO THE DIGITAL MEDIA FILES AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT ARE HEREBY DISCLAIMED.

Severability

If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

Applicable Law - Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong without regard to Hong Kong conflict of laws principles. The parties agree that any claim asserted in any legal proceeding by one party against the other shall be commenced and maintained exclusively in a court located within Hong Kong, having subject matter jurisdiction with respect to the dispute between the parties (except that a judgment by such courts may be enforced by any court). Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.

You agree that the remedy at law for any breach or threatened breach of this Agreement by you would, by its nature, be inadequate, and that in such case All Bets Are Off will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance and other appropriate equitable relief, without showing or providing that any monetary damage has been sustained.

Assignment

You may not assign or otherwise transfer this Agreement or any rights hereunder without the prior written consent of All Bets Are Off. A transfer of controlling interest in any entity shall constitute an assignment.

Entire Agreement

This is the entire agreement between the parties with regard to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, or representations with respect to the Digital Media Files. This Agreement may not be modified or amended except in a writing signed by both parties. Any preprinted terms on your purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Agreement shall be binding on All Bets Are Off.