

Licence Terms

Usage	This license is granted to the customer only and is valid on payment of the appropriate license fee. The imagery described below can be used for any purposes relating to the promotion of the artist including portfolio, website, printed matter and advertising. No additional commercial rights are granted with this license , for example the images cannot be used in the works of third parties. Extended licenses for commercial purposes can be obtained from www.moofe.com *
Assignee	Luxology Customer Only
End date	31st Dec 2015
Territory	Global
Right to credit	Where appropriate, an acknowledgement of our copyright should be added to all published images, in the format © 2010 moofe (space restricted) or in full where space permits © 2010 moofe limited, backplates and hdri, or similar.



Moofe_01: AA0176 – Package (23 Items)

Moofe01-BG_01.png AA0176_A0077369	Moofe01-BG_07.png AA0176_A0077407	Moofe01-BG_13.png AA0176_A0077451	Moofe01-BG_19.png AA0176_A0077531
Moofe01-BG_02.png AA0176_A0077375	Moofe01-BG_08.png AA0176_A0077409	Moofe01-BG_14.png AA0176_A0077456	Moofe01-BG_20.png AA0176_A0077546
Moofe01-BG_03.png AA0176_A0077378	Moofe01-BG_09.png AA0176_A0077431	Moofe01-BG_15.png AA0176_A0077499	Moofe01-BG_21.png AA0176_A0077564
Moofe01-BG_04.png AA0176_A0077379	Moofe01-BG_10.png AA0176_A0077438	Moofe01-BG_16.png AA0176_A0077515	Moofe01-BG_22.png AA0176_A0077602
Moofe01-BG_05.png AA0176_A0077390	Moofe01-BG_11.png AA0176_A0077441	Moofe01-BG_17.png AA0176_A0077518	Moofe01-Ref_01.png AA0176A_LL10AB
Moofe01-BG_06.png AA0176_A0077396	Moofe01-BG_12.png AA0176_A0077447	Moofe01-BG_18.png AA0176_A0077519	



Moofe_02: BA0058 – Package (16 Items)

Moofe02-BG_01.png BA0058_A0023162	Moofe02-BG_05.png BA0058_A0023176	Moofe02-BG_09.png BA0058_A0023190	Moofe02-BG_13.png BA0058_A0023217
Moofe02-BG_02.png BA0058_A0023164	Moofe02-BG_06.png BA0058_A0023178	Moofe02-BG_10.png BA0058_A0023203	Moofe02-Ref_01.png BA0058A_LL10BA
Moofe02-BG_03.png BA0058_A0023167	Moofe02-BG_07.png BA0058_A0023185	Moofe02-BG_11.png BA0058_A0023205	
Moofe02-BG_04.png BA0058_A0023173	Moofe02-BG_08.png BA0058_A0023188	Moofe02-BG_12.png BA0058_A0023213	



Moofe_02: BA0059 – Package (5 Items)

Moofe02-BG_14.png

BA0059_A0023181

Moofe02-BG_16.png

BA0059_A0023195

Moofe02-Ref_02.png

BA0059A_LL10BA

Moofe02-BG_15.png

BA0059_A0023192

Moofe02-BG_17.png

BA0059_A0023198



Moofe_03: BA0078 – Package (8 Items)

Moofe03-BG_01.png

BA0078_A0024129

Moofe03-BG_03.png

BA0078_A0024131

Moofe03-BG_05.png

BA0078_A0024135

Moofe03-BG_07.png

BA0078_A0024137

Moofe03-BG_02.png

BA0078_A0024130

Moofe03-BG_04.png

BA0078_A0024134

Moofe03-BG_06.png

BA0078_A0024136

Moofe03-Ref_01.png

BA0078A_LL10BA



Moofe_03: BA0079 – Package (16 Items)

Moofe03-BG_08.png

BA0079_A0024132

Moofe03-BG_12.png

BA0079_A0024151

Moofe03-BG_16.png

BA0079_A0024159

Moofe03-BG_20.png

BA0079_A0024173

Moofe03-BG_09.png

BA0079_A0024139

Moofe03-BG_13.png

BA0079_A0024154

Moofe03-BG_17.png

BA0079_A0024161

Moofe03-BG_21.png

BA0079_A0024180

Moofe03-BG_10.png

BA0079_A0024140

Moofe03-BG_14.png

BA0079_A0024156

Moofe03-BG_18.png

BA0079_A0024162

Moofe03-Ref_02.png

BA0079A_LL10BA

Moofe03-BG_11.png

BA0079_A0024149

Moofe03-BG_15.png

BA0079_A0024158

Moofe03-BG_19.png

BA0079_A0024170



Moofe_04: BA0085 – Package (19 Items)

Moofe04-BG_01.png

BA0085_A0030005

Moofe04-BG_06.png

BA0085_A0030022

Moofe04-BG_11.png

BA0085_A0030042

Moofe04-BG_16.png

BA0085_A0030078

Moofe04-BG_02.png

BA0085_A0030006

Moofe04-BG_07.png

BA0085_A0030024

Moofe04-BG_12.png

BA0085_A0030049

Moofe04-BG_17.png

BA0085_A0030089

Moofe04-BG_03.png

BA0085_A0030010

Moofe04-BG_08.png

BA0085_A0030027

Moofe04-BG_13.png

BA0085_A0030054

Moofe04-BG_18.png

BA0085_A0030106

Moofe04-BG_04.png

BA0085_A0030018

Moofe04-BG_09.png

BA0085_A0030034

Moofe04-BG_14.png

BA0085_A0030055

Moofe04-Ref_01.png

BA0085A_LL10BA

Moofe04-BG_05.png

BA0085_A0030019

Moofe04-BG_10.png

BA0085_A0030037

Moofe04-BG_15.png

BA0085_A0030057



Moofe_05: FA0100 – Package (26 Items)

Moofe05-Ref_01.png

FA0100_LL10AB

Moofe05-BG_07.png

FA0100_A0092991

Moofe05-BG_14.png

FA0100_A0093009

Moofe05-BG_21.png

FA0100_A0093031

Moofe05-BG_01.png

FA0100_A0092975

Moofe05-BG_08.png

FA0100_A0092992

Moofe05-BG_15.png

FA0100_A0093010

Moofe05-BG_22.png

FA0100_A0093032

Moofe05-BG_02.png

FA0100_A0092976

Moofe05-BG_09.png

FA0100_A0092998

Moofe05-BG_16.png

FA0100_A0093011

Moofe05-BG_23.png

FA0100_A0093034

Moofe05-BG_03.png

FA0100_A0092979

Moofe05-BG_10.png

FA0100_A0093001

Moofe05-BG_17.png

FA0100_A0093012

Moofe05-BG_24.png

FA0100_A0093037

Moofe05-BG_04.png

FA0100_A0092980

Moofe05-BG_11.png

FA0100_A0093004

Moofe05-BG_18.png

FA0100_A0093013

Moofe05-BG_05.png

FA0100_A0092981

Moofe05-BG_12.png

FA0100_A0093006

Moofe05-BG_19.png

FA0100_A0093014

Moofe05-BG_06.png

FA0100_A0092985

Moofe05-BG_13.png

FA0100_A0093007

Moofe05-BG_20.png

FA0100_A0093019

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moofe website and licence general terms

1. **These terms together with the applicable Contract Specific Terms apply to any and all use of the Site and to any licensing arrangement entered into by us. Any act of accessing or using the Site, completing Registration or obtaining, using or paying for Content shall constitute your agreement to be bound by and comply with the Terms.**

2. Definitions

2.1 In these terms and conditions, the following definitions have the following meanings:

“**Content**”: means all images, footage, related data or other material made available to you by Moofe.

“**Contract**”: Any subscription agreement between Moofe and you allowing access to restricted areas of the Site or access to content or any individual licence of Content granted by Moofe to you;

“**Contract Specific Terms**”: Any and all information and terms supplied by Moofe to you applying to a specific Contract prior to the conclusion of that Contract;

“**Fee**”: The fee payable to Moofe under any Contract as specified in the Contract Specific Terms;

“**IPR**”: all patents, trade marks, service marks, copyright, design right, database rights, know-how, processes, trade practices and other intellectual property rights whatsoever, whether registered or unregistered anywhere in the world;

“**Licensed Content**”: in relation to each Contract, such Content as is specified in the Contract Specific Terms;

“**Licence Period**”: the period of any licence granted to you under a Contract as specified in the Contract Specific Terms;

“**Login**”: the personal username and password which will be created by you upon Registration, (which may be amended from time to time as enabled via the Site) allowing you to access and use the Site and any associated benefits;

“**Period**”: the period of rights of access to Content via the Site granted to you under a Contract as set out in the Contract Specific Terms;

“**Site**”: the Moofe web site at www.moofe.com and any of the sub-domains thereof;

“**Service**”: the Moofe service accessed via the Login, whereby you are provided with access to an online use of restricted areas of the Site where you can view Content and your account information;

“**Registration**”: the process of registration for the Service in compliance with clause 3.1;

“**Terms**”: these Website and Licence General Terms and all applicable Contract Specific Terms (if any);

“**Use**”: the uses and purposes to which the Content or any Works may be put as specified in the Contract Specific Terms, which may include restrictions as to the media used, the geographical area or the number of individuals that the Content or Work may be distributed to;

“**we**”, “**us**”, “**our**” Moofe Limited, a company registered in England and Wales with company registration number 06172730 having its registered office at The Pines, Boars Head, Crowborough, East Sussex, TN6 3HD

“**Works**”: any and all works of any kind incorporating or making use of any Content.

“**you**”, “**your**”, “**yourself**” the person, company or other body using or Registering with the Site (Registrant) or if the Registrant is acting for his employer or on behalf of another as an agent, (1) for the purposes of all rights to use Content, said employer or principal only, (2) for all other purposes, both the Registrant and said employer or Principal jointly and severally.

3. Registration

3.1 In order to access the Service it is necessary for you to provide and register certain information with us.

3.2 You must ensure that the information submitted in your Registration is complete and accurate.

3.3 No Registration shall be validly submitted other than via the standard order screen on the Site. Conditions purported to be stipulated by you in any way to us, to the extent that they are inconsistent with the Terms, shall be void.

3.4 All licences of Content shall only be valid if granted subsequent to and within the framework of Registered use of the Site.

3.5 You agree to access the Service by use of the Login only and that in particular you shall not create any link to any part of the Site except the homepage and shall not violate or bypass any measures employed or designed to restrict access to any part of the Site.

3.6 You agree to keep the Login confidential at all times, shall take reasonable steps to prevent others from obtaining your Login and shall inform us if at any point you consider that your Login has been compromised and/or is being misused by someone else and shall take such action as is required and/or is requested by us to prevent such misuse

3.7 You are responsible for all Fees relating to activities conducted using your Login up till the time that you

notify us of unauthorised use of your Login.

4. General Use of the Site

- 4.1 You warrant and undertake that you shall not, and shall not permit others to:
 - 4.1.1 modify, translate, create derivative copies of or copy any aspect of the Site;
 - 4.1.2 reverse engineer, decompile, disassemble or otherwise tamper with any material on the Site;
 - 4.1.3 distribute, sub-licence, assign, share, timeshare, sell, rent, lease, grant a security interest in or otherwise transfer any of your rights to use the Site; or
 - 4.1.4 use the Site in any manner not expressly authorised or envisioned or in a way which may bring us into disrepute.

5. Licence

- 5.1 Upon the agreement of any Contract and the payment of any Fees due upon such agreement, we grant you a licence to use the Licenced Content solely for the Use for the Licence Period.
- 5.2 Unless specifically stated in the Contract Specific Terms, all licences of Content granted shall be non-exclusive.
- 5.3 Under no circumstances may any Content be used as a trademark or for any unlawful purpose.

6. Payment

- 6.1 Unless otherwise stated, all Fees must be paid prior to or upon completion of each Contract, via the Site, by secure credit or debit card payment.
- 6.2 Where Fees under a Contract are to be paid periodically, within a reasonable time prior to the expiry of each Period we will send you a renewal notice by e-mail ("Renewal Notice") notifying you that the current Period is approaching expiry and that the subscription will be automatically renewed at the end of the relevant Period. The Renewal Notice will quote the relevant date of renewal and the amount of the further Fees.
- 6.3 In the event that you wish to cancel your subscription, you must send notice in writing to us (which may be by e-mail) requesting cancellation no later than 30 working days prior to the end of the current Period, upon receipt of which:
 - 6.3.1 we will cancel your subscription to the Contract;
 - 6.3.2 no further Fee will be debited from your credit or debit card; and
 - 6.3.3 on the expiry of the current Period your Login will be invalidated and the Contract will immediately terminate.
- 6.4 Where any Fees are to be paid as royalties you agree to:

- 6.4.1 submit a report to us on each of 31 March, 30 June, 30 September and 31 December setting out all uses made of the Content and of any Works, all sums received in relation to any exploitation of the same and calculations showing the Fee due;
- 6.4.2 pay us all fees due contemporaneously with the submission of the report required under clause 6.2.1;
- 6.4.3 allow us access on reasonable notice not more than once in each calendar year to inspect and audit your books of account for the purpose of assessing all Fees due and paid;
- 6.5 All Fees are expressed exclusive of VAT unless specified.

7. Intellectual Property Rights

- 7.1 All IPR in the Site, Content and all material, content, information or benefits relating to the same, is owned or licenced by us and nothing in these terms and conditions shall confer any ownership of any IPR on to you.
- 7.2 You grant us a perpetual, non-revocable, free licence to use all Works for the sole purpose of demonstrating the use of Content as part of our marketing and promotional activities.

8. Cancellation

- 8.1 You may cancel your Registration at any time prior to first use of your Login and confirmation of your acceptance of these terms and conditions, by notice in writing to us (which may be by e-mail) quoting your reference number.

9. Limitation of Liability

- 9.1 You acknowledge that the following provision reflects a fair allocation of risk. These terms and conditions set out our entire liability to you and all other liability of us to you is hereby excluded, subject that nothing shall exclude or restrict our liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from our negligence or wilful default, or that of our servants, agents or subcontractors.
- 9.2 You agree that our total liability under each Contract shall not exceed (death or personal injury excepted) the Fee paid by you to us pursuant to that Contract, including where such liability arises out of our negligence.
- 9.3 In no event shall we be liable to you whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Service or the

Content, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information or benefits. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

- 9.4 You agree to notify us of any claim or allegation that the Content infringes any third party rights within ten days of becoming aware of the same.

10. Warranties

10.1 You warrant to us that you will: -

- 10.1.1 use the Site and any associated benefits in a responsible manner and in accordance with standards equivalent to best practice in the industry subject to these terms and conditions;
- 10.1.2 conform to all internet protocols and standards from time to time applying to the Site;
- 10.1.3 ensure that all Work created by you or on your commission or instruction is not defamatory, obscene or otherwise illegal or infringing the intellectual property rights of any third party;
- 10.1.4 not use the Service for illegal activities;

11. Indemnities

- 11.1 You will fully indemnify and keep us and all our associate companies indemnified against all losses and damages (including loss of profits, special, indirect, incidental or consequential loss or damage, loss of goodwill and any reasonable legal costs or sums paid in settlement of any claim or proceedings brought against us by a third party) arising due to any breach of these Terms by you and also in the event of any claim or legal proceedings brought/threatened against us by a third party as a result of your actions.

12. Restrictions of the Internet

12.1 You acknowledge that:

- 12.1.1 we have no control over the Internet which is a global decentralised network of computer systems. Accordingly, access to the Site shall not be error free or uninterrupted and may be variable; and
- 12.1.2 information, benefits and other material accessible over the Internet, including via the Site may contain computer viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. We are not liable and will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from your access to or use of the Internet. We strongly recommend that you maintain sufficient and updated anti-virus benefits on any hardware used

to access the Site and/or access material on the Site.

13. Downtime

- 13.1 Every effort is made to ensure the continuity of the Site, but some occasional technical downtime beyond our control may occur. Such downtime may prevent you from accessing the Service on the Site for the duration of the down time. We and our associated companies shall not be liable if your access to the Service via the Site is delayed or prevented by any cause beyond our control including, for the avoidance of doubt, hosting server downtime.

14. Releases and Clearances

- 14.1 We do not guarantee that the licence granted under these Terms shall include any rights in objects, persons or places depicted in any images of footage forming part of the Content. It is your responsibility to ensure that any use you make of the Content will not infringe any third party rights in such objects, persons or places or cause any breach of privacy or confidentiality.

15. Storage, Protection and Return of Content

- 15.1 You shall take reasonable measures to ensure that no use of the Content is made outside of the Use including protecting against access of the Content by unauthorised third parties.
- 15.2 Wherever any Content or Works are made available by you on the Internet you shall take reasonable measures to ensure that the Content or Works cannot be copied or downloaded unless specifically allowed as part of the Use.
- 15.3 Upon termination or expiry of any licence granted under any Contract you shall return all physical and electronic copies of Content or any Works to us (or destroy the same on our direction).

16. Credit and Copyright Notice

- 16.1 Each use of Content shall be accompanied wherever reasonably appropriate by a credit in the format © author's name / Moofe or such other reasonable credit as specified by us in such position and prominence so as to enable any viewer or user of the Content to readily associate the notice with the Content.

17. Confidentiality

- 17.1 In the course of our dealings with you, we may provide you with certain information including information concerning trade secrets, confidential operations, processes, or dealings, concerning the organisation, business, finances, transactions or

affairs of Moofe or its customers or clients. You shall not except as authorised or required by us, divulge or communicate any of this information to any person, persons or company.

18. Termination

18.1 We may terminate any Contract, including any licence granted thereunder and invalidate your Login at any time upon notice in writing (which may be by e-mail) to you (1) in the event of any breach by you of the provisions of the Terms including the failure to pay any Fees when they become due or (2) in the event that you are insolvent or bankrupt within the meaning of the Insolvency Act or any other replacement legislation.

19. Notices

19.1 Any notice required or permitted under these terms and conditions shall be in writing (which may be by e-mail) and shall be deemed to have been properly given:

19.1.1 48 hours after being posted by first class mail (by airmail if sent internationally) with postage prepaid to the address for us set out in these terms and conditions and for you as set out in the Subscription request or other address notified for the purpose; or

19.1.2 at close of business (17:00 hours local time) on the day of effective transmission if sent by e-mail.

20. General

20.1 No provision of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it, except for the avoidance of doubt by any one or more of our subsidiaries, if any, from time to time.

20.2 We may assign our rights or obligations under these terms and conditions at anytime. Subject to the other provisions of these terms and conditions, you may not assign your rights or obligations under these terms and conditions without our prior written consent.

20.3 We shall not be liable for failure to meet our obligations under these terms and conditions if we are prevented from or delayed in doing so due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

21. Governing Law

21.1 These terms and conditions shall be interpreted in accordance with and governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.