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World's Largest
alpha Video Library

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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.

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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 Green Media 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 Green Media.

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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 Green Media's 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 720x1280 are not to be broadcast on Television, Cable or Satellite programs.

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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.

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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.

Show proof of purchase.

Green Media 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.

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

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All right, title and interest in the Digital Media Files, including any updates or revisions thereto, is and shall remain the exclusive property of Green Media, 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 Green Media, its licensors and their successors and assigns.

Releases

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

Limitation on Liability

Green Media 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. GREEN MEDIA'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.

Indemnity

You agree to indemnify and hold Green Media, 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 Green Media 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 Green Media may have against you for breach of this Agreement prior to the date of termination shall survive such termination.

Warranty

Green Media 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 Green Media. GREEN MEDIA 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.

Injunctive and Other Equitable Relief

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 Green Media 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 Green Media. 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 Green Media.