



LICENSE AGREEMENT

Your purchase of use and/or your use of the Content imply that you have read and accepted the terms of this License Agreement. We encourage you to print a copy of the Agreement for your records.

This legal Agreement (the "Agreement") governs the terms by which members and clients of FX Elements LLC obtain the right to use video, footage, animation and other media content through the website located at **www.fxelements.com**

(http://www.fxelements.com) (the "Website"). This License Agreement is in addition to the Terms of Use applicable to the Website and to the Membership Agreement that all persons downloading content from the Website have previously entered into. In the event of any inconsistency between this Agreement, the Membership Agreement, the Terms of Use, the Privacy Policy and the Invoice (all of which are incorporated into this Agreement by reference), the terms of this Agreement shall govern.

THIS AGREEMENT APPLIES TO LICENSES ISSUED VIA THE WEB AND VIA LOCAL SALES REPRESENTATIVES, AND IS APPLICABLE TO ONLINE, DIGITAL AND ANALOG (PHYSICAL) DELIVERY OF LICENSED CONTENT. BY ORDERING A LICENSE, LICENSEE AND, IF APPLICABLE, PURCHASER, IS CONFIRMING THAT IT HAS CAPACITY TO FORM A CONTRACT UNDER ITS LOCAL LAWS.

1. Background of Agreement

a. By checking "I Agree with the License Agreement" on the Website's Checkout page, using the Content or otherwise signifying your acceptance, you represent that, if an individual, you are at least 18 years of age, you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the member account holder, and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is the member account holder, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement and do not download the Content. If you are accepting on behalf of your employer, should you cease working for your employer, your employer may continue to operate under this Agreement.

b. In this Agreement: (i) "you" or the "Client" means you or, if you are accepting on behalf of your employer or member account entity, then "you" means that employer or entity and affiliates; (ii) "FX Elements" or "we" means FX Elements LLC, owner and operator of the Website; and (iii) "Content" means any photographic image, illustration, animation, Flash file, film or video footage, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Website or obtaining via the Hard Drive, together with any accompanying material.

c. In this Agreement, "Reproduction" and "Reproduce" mean any form of copying or publication of the whole or a part of any Content, via any medium and by whatever means, the distortion, alteration, cropping or manipulation of the whole or any part of the Content, and the creation of any permitted derivative work from, or that incorporates, the Content.

d. In this agreement, "Invoice" means the computer-generated or pre-printed standard form invoice provided by FX Elements that shall include, without limitation, the FX Elements licensing company, the Content selected and the corresponding price for the license of such Content ("License Fee").

e. In this Agreement, (i) "Hard Drive" refers to the physical external hard drive used to deliver certain types of Content, as specified on the Website; (ii) "Starter Pack" means the downloadable Content which you receive access to when buying a Hard Drive.

f. In this Agreement, "User" means any person who: (i) downloads, manipulates, edits, modifies or saves the digital file containing the Content; (ii) is otherwise directly involved in the creative process utilizing the Content; or (iii) incorporates the Content within any Permitted derivative work.

g. In this Agreement, "Purchaser" means the entity purchasing the license hereunder on behalf of a third-party Licensee.

2. Standard License Terms

We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Content, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by FX Elements. All downloadable Content must be downloaded within one year of the date of purchase, but may be used at any time.

3. Permitted Standard License Uses

a. You may only use the Content for those advertising, promotional and other specified purposes which are Permitted Uses (as defined below). For clarity, you may not use the Content in products for resale, license or other distribution, unless the original Content has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not attributable to the Content nor is the Content capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a **"Permitted Derivative Work"** for the purposes of this Agreement). For example, you cannot superficially modify the Content, print it on a t-shirt, template or other item, and sell it to others for consumption, reproduction or resale. These uses will not be permitted as or constitute Permitted Derivative Works. If there is any doubt that a work is a Permitted Derivative Work, you should contact FX Elements at **support@fxelements.com (mailto:support@fxelements.com)** for guidance.

b. Single-user License. Only you are permitted to use the Content. However, you may transfer files containing Content or Permitted Derivative Works to your clients, printers, or ISP for the purpose of reproduction for Permitted Uses, provided that such parties shall

have no further or additional rights to use the Content and cannot access or extract it from any file you provide. Anything you produce using the Content must be for your own use, or for the use of your employer, client or customer, who must be the end-user of your work. You may install and use the Content in only one (1) location at one (1) time, although subject to the Prohibited Uses and the other terms of this Agreement, you are entitled to utilize the Permitted Uses an unlimited number of times. You may physically transfer the Content and its archives from one location to another, in which case you may use the Content at the new location instead. If you require the Content to be in more than one location or accessible by more than one person, you must purchase the Content from the Website for each such use or purchase a Multi-User license to use the Content. You may make one (1) copy of the Content solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

c. Optional Multi-User License. By purchasing a multi-user license for the Content, notwithstanding the restrictions contained in sections 4(a)(2) of the License Prohibitions limiting you to a single user or location to use the Content, you shall be entitled with respect to this Content to up to 15 users of the Content within your organization, provided all such users are either employees or agree to be bound by the Agreement, and that you remain liable for all use by such additional users. The Agreement is hereby deemed amended in that respect. All other terms and conditions of the Agreement remain in full force and effect, including all Prohibited Uses. For a Multi-User License in an educational setting (school, university, etc), please contact us at **support@fxelements.com (mailto:support@fxelements.com)**.

d. Permitted Uses. Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of Content:

1. advertising and promotional projects, including film and video presentations and commercials;
2. entertainment applications, such as video, broadcast and theatrical presentations;
3. on-line or electronic publications, including web pages to a maximum of 1200 x 800 pixels for image or illustration Content or to a maximum of 640x480 for video Content;
4. video games; and
5. any other uses approved in writing by FX Elements.

If there is any doubt that a proposed use is a Permitted Use, you should contact FX Elements' support for guidance.

e. Unauthorized Use. Any use of the Content in a manner not expressly authorized by this Agreement (including, without limitation, use of Content by more than one (1) User without purchase of a multi-user license) constitutes copyright infringement, entitling FX Elements to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

4. License Prohibitions

Prohibited Uses. You may not do anything with the Content that is not expressly permitted in the preceding section. For greater certainty, the following are "Prohibited Uses" and you may not:

1. sublicense, resell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement;

2. install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users;
3. fail to maintain a robust firewall, to safeguard against unauthorized third-party access to the Content and to hold your password for your account in the strictest of confidence;
4. act as a designated downloader who shares the Content with non-Users;
5. use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
6. incorporate the Content in any product that results in a redistribution or reuse of the Content (such as screensavers and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
7. make available the Content and any permitted derivative work thereof as stock elements or effects imagery elements or be included in any clip media/stock product, library, collection, or set of clips for distribution or resale. These Restrictions apply even if the Content has been significantly altered. Making modifications or alterations to any of the Content does not allow you to then sell, license or distribute it to anyone else;
8. use the Content in design template applications intended for resale, whether on-line or not, including, without limitation, website templates;
9. use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of "on demand" products, including postcards, mugs, t-shirts, posters and other items;
10. use the Content in any posters (printed on paper, canvas or any other media) or other items for resale, license or other distribution for profit;
11. use any of the Content as part of a trademark, design mark, trade name, business name, corporate ID, service mark, or logo;
12. use the Content in a fashion that is considered by FX Elements (acting reasonably) as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature;
13. use the Content in any manner prohibited by any laws, restrictions or regulations;
14. reside in any country to which exports of US products are prohibited or restricted;
15. to the extent that source code is contained within the Content, reverse engineer, decompile, or disassemble any part of such source code;
16. remove the name of FX Elements, the Content's identification number or any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Content or included in the Content delivery file;
17. use automated programs, applets, bots etc., to download the Content;
18. falsely represent, expressly or impliedly, that you are the original creator of a permitted derivative work that derives a substantial part of its artistic components from the Content.
19. fail to notify in writing FX Elements if you become aware or suspect that any third party that has gained access to the Content through you is wrongfully using the Content, in whole or in part, or is violating any of FX Elements' intellectual property rights.

5. Term of Agreement

- a. This Agreement is effective until it is terminated. Upon the termination of this Agreement, the rights granted to you under this Agreement shall immediately terminate, unless otherwise mutually agreed-upon by the Parties in writing. You can terminate this

Agreement by destroying the Content and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose.

b. The Agreement also terminates without notice from FX Elements if at any time you fail to comply with any of its terms or if you fail to pay in full. Upon termination of this Agreement for any reason, you must immediately (i) cease using the Content for any purpose; (ii) destroy or delete all copies and archives of the Content or accompanying materials; and (iii) if requested, confirm to FX Elements in writing that you have complied with these requirements.

c. FX Elements shall have the right to terminate this Agreement immediately on written notice to you: (i) if you are unable to fulfill your obligations under this Agreement, make any assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent or have any receiver or trustee in bankruptcy or insolvency appointed for your business or property; or (ii) in the event of the sale, assignment or transfer of all or substantially all of your business, assets or property or other change in your majority ownership which is unsuitable to FX Elements.

d. Upon notice from FX Elements, or upon your knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which FX Elements may be liable, you must immediately and at your own expense (i) stop using the Content; (ii) delete or remove the Content from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your clients, printers or ISPs do likewise. FX Elements shall provide you with replacement Content (which shall be determined by FX Elements in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

6. FX Elements Representations and Warranties

a. FX Elements warrants that it has all necessary rights and authority to enter into and perform this Agreement;

b. FX Elements warrants that the Content does not infringe or violate any third-party copyright or other right and does not violate any right of privacy or publicity, or otherwise violate any law or any person's personal or property rights;

c. While we have made reasonable efforts to correctly categorize, keyword, caption and title the Content, FX Elements does not warrant the accuracy of such information. Additionally, FX Elements does not warrant the accuracy of any metadata that may be provided with the Content.

d. FX Elements may provide you with an alpha channel or a grayscale alpha matte file made from the Content. This alpha channel or alpha matte is only provided as a courtesy, without warranty of any kind, either expressed or implied. FX Elements encourages you to make your own "alpha" from the Content.

e. You should examine all Content for possible defects (whether digital or otherwise) before sending any Content for Reproduction. FX Elements shall not be liable for any loss or damage suffered by you or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Content or its caption or in any way from its Reproduction.

f. You acknowledge that websites and products may be subject to temporary shutdowns from time to time for maintenance or due to causes beyond reasonable control and that FX Elements shall not have any liability to you by reason of such shutdowns. Under no circumstances shall FX Elements or any party involved in creating, producing, or distributing such websites or products be liable for any damages whatsoever resulting from your use or inability to use the same, including, but not limited to, the results from mistakes, omissions, interruptions, deletion of files or electronic mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction, or unauthorized access thereto.

g. OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 6(b), THE CONTENT IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FX ELEMENTS DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CONTENT IS WITH YOU. SHOULD THE CONTENT PROVE DEFECTIVE, YOU (AND NOT FX ELEMENTS) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS.

h. Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

7. FX Elements Indemnification and Limitation of Liability

a. Provided that the Content is only used in accordance with this Agreement and you are not otherwise in breach of this Agreement and as your sole and exclusive remedy for breach of the representations and warranties set forth in Section 6(b) above, FX Elements shall, subject to the terms of Sections 7(b),(c),(d) and (e) defend, indemnify and hold harmless you, your parent, subsidiaries and affiliates and respective directors, officers and employees from all damages, liabilities and expenses (including reasonable outside legal fees), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the possession, distribution or use of the Content by you is in breach of the representations and warranties set forth in Section 6(b) above. The foregoing states FX Elements's entire indemnification obligation under this Agreement.

b. The indemnification set out in Section 7(a) above is conditioned on your prompt notification in writing to FX Elements of such claim and our right to assume the handling, settlement or defense of any claim or litigation. You agree to cooperate with FX Elements in the defense of any such claim or litigation and shall have the right to participate in such litigation at your sole expense. FX Elements shall not be liable for legal fees and other costs incurred prior to the notice of the claim.

c. IN NO EVENT SHALL FX ELEMENTS OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER

PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. NO ACTION, REGARDLESS OF FORM OR NATURE, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY OR ON BEHALF OF YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST AROSE.

d. NOTWITHSTANDING ANY OTHER TERM HEREIN, FX ELEMENTS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING AS A RESULT OF MODIFICATIONS MADE TO THE CONTENT BY YOU OR THE CONTEXT IN WHICH THE CONTENT IS USED BY YOU.

e. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF FX ELEMENTS UNDER THIS AGREEMENT AND ANY OTHER AGREEMENT UNDER WHICH YOU HAVE LICENSED THE SAME CONTENT, REGARDLESS OF THE FILE SIZE, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER AND THE OBLIGATION OF FX ELEMENTS UNDER SECTION 7(a) SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR LICENSING THE CONTENT. FOR GREATER CLARITY, FX ELEMENTS' LIABILITY TO YOU IN RESPECT OF THE CONTENT SHALL NOT EXCEED THE AMOUNT YOU PAID FOR PURCHASING THE CONTENT LICENSE REGARDLESS OF THE NUMBER OF TIMES THAT YOU LICENSE THE SAME CONTENT FROM FX ELEMENTS.

f. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Your Indemnification

You assume full responsibility for the use of the Content. You agree to indemnify, defend and hold FX Elements, its affiliates and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "FX Elements Parties") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any FX Elements Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

9. Payment

a. All Content sales are final and can not be returned. Since the Content is sold as digital files, it is not refundable nor exchangeable. However, files can be replaced if damaged or lost, within one year after purchase. Simply send us an email at **support@fxelements.com (mailto:support@fxelements.com)**.

b. If you did not break the Hard Drive seal nor download any FX Packs or FX Clips or any material provided with the purchase of the Hard Drive, you may return the Hard Drive unused, within thirty days (30) after purchase, for a full refund of your payment. If you did not break the Hard Drive seal but downloaded FX Packs or FX Clips or any material

provided with the purchase of the Hard Drive, you may return the unused Hard Drive, within thirty days (30) after purchase, for a full refund of your payment minus \$259. In both cases, you are responsible for any shipping costs. Simply send us an email.

c. If a Hard Drive malfunctions, FX Elements will replace it at no cost within thirty days after purchase, provided you mail the malfunctioning Hard Drive back to us (shipping at our charge). Simply send us an email.

d. Prices, offers and products are subject to availability and may change without prior notice and at our sole discretion.

e. You agree to pay and be responsible for any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the license granted, of the use of the Content or of the reception of the Hard Drive, pursuant to this Agreement, in addition to the price paid to FX Elements.

f. Content will not be shipped or considered licensed until credit charges and terms have been approved. You shall have no obligation to use the Content; however, payment is still required for any Content whether or not used.

g. In addition and without prejudice to FX Elements's other remedies under this Agreement, FX Elements reserves the right to charge and you agree to pay a fee equal to five (5) times FX Elements' standard license for the unauthorized use of the Content including, without limitation, Content obtained through unauthorized sharing of usernames and passwords, unauthorized sharing of Content or failure to obtain the necessary multi-user licenses.

10. General Provisions

a. You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed the terms of the Membership Agreement and the Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement you agree to be bound by them.

b. FX Elements' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

c. This Agreement is personal to you and is not assignable by you without FX Elements' prior written consent. FX Elements may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

d. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

e. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. If all or part of any provision of this Agreement is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

f. In works incorporating the Content where crediting is customary, or where other such credits are provided, FX Elements kindly requests a credit line, where technically feasible, in equal size and comparable placement to such other credit(s), that reads “**Visual Effects Stock Footage provided by FX Elements.**”.

g. FX Elements may monitor, as frequently as FX Elements determines, anything you download from the FX Elements Website and track any abuse of your username(s) and password(s).

h. The parties to this Agreement are independent contractors, and nothing in this Agreement shall create a joint venture, partnership, employment relationship, franchise relationship or taxable entity between the parties.

i. FX Elements may contact you at any time and request your approval to display or reference your permitted derivative work using or incorporating any Content, for any reasonable marketing, educational, and/or promotional purpose as an example of customer usage. Upon receipt of your written approval, FX Elements will identify you as the author of such derivative work.

j. This Agreement will be governed under the laws of the State of Oklahoma and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

k. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single Arbitrator appointed in accordance with such rules.

l. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, FX Elements 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 you in the event that, in the opinion of FX Elements, such action is necessary or desirable.

11. Contact

If you have concerns relating to this Agreement, please contact FX Elements at **support@fxelements.com (mailto:support@fxelements.com)**.

12. Acknowledgement

This Agreement may not be modified or amended except in writing signed by both parties. FX Elements reserves the rights to make changes to this License Agreement without any prior notice at our sole discretion, and you agree to be bound by such changes. Any such changes will reflect on this page.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF FX ELEMENTS AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND FX ELEMENTS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND FX ELEMENTS RELATING TO THE SUBJECT OF THIS AGREEMENT.

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