

TERMS AND CONDITIONS OF USE FOR THE CHRISTOPHER MOORE LIMITED WEBSITE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

OWNERSHIP

This website (the "Website") is the website of Christopher Moore Limited (trading as Catwalking) ("the COMPANY").

Unless specifically stated otherwise, the COMPANY is not responsible for the information relating to the COMPANY on the Website and makes no warranty in respect of its timeliness, accuracy or availability.

LEGAL AGREEMENT

By entering the Website, and/or any page accessible on this site you accept, without limitation or qualification, the terms and conditions set out below ("the Terms") without modification. By accessing and using the Website, you acknowledge that you are bound by the Terms.

If you do not wish to be bound by the Terms you should not access or use the Website.

The COMPANY may modify the Terms in its absolute discretion from time to time without individual notice to you. You will be deemed to have accepted any modifications if you continue to use the Website after they have been posted.

Please in any event signify that you accept the Terms by clicking I ACCEPT at the foot of the page.

INTELLECTUAL PROPERTY RIGHTS

The Website, and all the information and graphic representations or images on it ("Content"), are owned by, or licensed to the COMPANY. The copyright and all other intellectual property rights in the Content are the sole and exclusive property of the COMPANY or its licensors.

You may view the Website on your computer screen and print its contents on your printer for your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Content.

You may not use, transfer, copy or reproduce any part of the Content, the Website or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, without the COMPANY'S written consent except for the sole purpose of viewing its content.

You warrant that it is legal for you to view this site in the jurisdiction to which you are subject. You are responsible for compliance with all laws of that jurisdiction, in viewing or using the Content.

USING THE WEBSITE

The Website is intended for people who work inside the fashion editorial media, and more specifically international fashion circuits, as media correspondents, stylists, model agents, or a department that necessitates liaising with various members of the editorial media as press office or similar.

Access to the Website serves to facilitate the publication of images in the fashion media and to improve communication between its various international professional members. We grant access to the Website on these conditions of use.

The Website is intended to improve accessibility to our stock library for our existing clients and those wishing to source images for publication in the future. It is not intended for public browsing (members of the public may be interested in our Showbrief pages).

Wherever you are asked to provide information in connection with the Website, you agree to provide true, accurate, current and complete details. You are not obliged to provide the COMPANY with any optional information requested.

You agree not to:

- impersonate another person or use a false name or a name you are unauthorised to use, or create a false identity or origin or e-mail address or try to mislead us or others as to identity or origin of any communications or to provide inaccurate or unreliable contact details;
- damage, interfere with or disrupt access to the Website or do anything which might impair its functionality;
- use the Website in any way to send unsolicited (commercial or otherwise) e-mail ("Spam") or any material for marketing or publicity purposes, or any similar abuse of either;
- publish, post, distribute, disseminate or otherwise transmit, defamatory offensive, infringing, obscene, indecent or other unlawful or objectionable material or information; or
- obtain or attempt to obtain unauthorised access, through whatever means, to the Website.

NO UNLAWFUL OR PROHIBITED USE

You undertake to the COMPANY that you will not use the Website for any purpose or in any way that is prohibited by these Terms or is otherwise unlawful.

You agree to indemnify the COMPANY, its officers, employees, and licensors in respect of any loss that it or they may suffer as a result, directly or indirectly, of any breach by you of this undertaking.

LIABILITY DISCLAIMER

You agree that you use the Website entirely at your own risk.

In preparing the Website, the COMPANY has endeavoured to offer current, correct and clearly expressed information. However, the COMPANY cannot guarantee that the information will be accurate, complete or current at all times and accepts no liability for any reliance placed by any person on the information.

The COMPANY makes no representations or warranties of any kind about the suitability, reliability, timeliness, and accuracy of the information contained on the Website for any purpose. The COMPANY expressly disclaims all warranties and conditions with regard to this information, including, without limitation, warranties of technical efficiency, satisfactory quality, availability, non-infringement, completeness and fitness for a particular purpose.

The COMPANY shall not be liable for any damages whatsoever, including but without limitation to, damages for loss of use, data or profits, arising out of the use or performance of the Website, the provision of or failure to provide services, or for any information obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, or otherwise, without limitation, even if the COMPANY has been advised of the possibility of damage.

If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole remedy, except as specifically provided in these terms, is to stop using the Website.

Notwithstanding anything in these terms the COMPANY does not disclaim liability for death or injury caused by its own negligence.

The COMPANY reserves the right to remove any information or material on the Website without warning, and without prejudice to any other accrued rights, and/or make available such information or

material when required to do so by law or when requested to do so by regulatory bodies or law enforcement organisations.

AVAILABILITY

The COMPANY reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of the Website with or without notice.

VIRUS PROTECTION AND COMPATIBILITY

While certain precautions have been taken to detect computer viruses and ensure security, the COMPANY cannot guarantee that the Website is virus-free and secure.

The COMPANY shall not be liable for any loss or damage which occurs as a result of any virus or breach of security. The COMPANY does not give any warranties as to the compatibility of the Website with your computer systems, software and/or hardware.

TERMINATION

The COMPANY may restrict your access to the Website, refuse to correspond with you, and/or remove your details from the relevant database without prejudice to any other accrued rights, without prior notice to you where:

- there is a regulatory or statutory change limiting the ability to provide access to the Website;
- there is an event beyond the reasonable control of the COMPANY preventing the COMPANY from providing access to the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures); or
- the COMPANY considers in its sole discretion that you are abusing the Website or are otherwise acting in breach of these Terms.

MONITORING

The COMPANY reserves the right to monitor and track your visits to the Website.

GENERAL

Unless otherwise specified, the Website is directed solely at those who access this site from the United Kingdom. Those who choose to access the Website from locations outside of the UK are responsible for compliance with local laws if and to the extent local laws are applicable.

A failure or delay by the COMPANY in enforcing compliance with these Terms shall not be a waiver of that or any other provision of these Terms.

None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

If any provisions of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

These Terms constitute the entire agreement between you and the COMPANY as to your use of the Website and shall supersede any prior agreement or representation in respect thereof.

The express provisions of these Terms are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

English law governs these terms and conditions. You submit to the non-exclusive jurisdiction of the English courts.

COPYRIGHT AND TRADE MARK NOTICES:

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