

Updated Image Usage Agreements

Image Use Agreement

We appreciate the opportunity to showcase the incredible results achieved through Dermalux treatments. To ensure transparency and compliance, we outline below the terms under which we will use the images you submit via our landing page.

1. Consent and Agreement

By uploading images through the entry form, you confirm that:

- You have obtained all necessary permissions from the patient depicted in the images.
- You grant Dermalux a royalty-free, perpetual, irrevocable, transferable, worldwide commercial license (including the right to sublicense) to use, publish, crop, or resize (but not retouch) the images.
- You/your client understands that no payment or compensation will be provided for the use of these images.

2. Image Usage

Dermalux may use the submitted images across various platforms, including but not limited to:

- The Dermalux website
- Global social media channels, including but not limited to Instagram and Facebook
- Marketing materials related to Dermalux promotional campaigns

We commit to providing credit to the submitting practitioner or clinic whenever possible.

3. GDPR Compliance

- The process adheres to GDPR and other applicable data protection regulations.
- Personal data collected through image submission will be processed in accordance with our Privacy Policy.

4. Warranties and Representations

By submitting images, you warrant that:

- You own the rights to the images or have obtained explicit consent from the patient.
- The submission does not infringe on any third-party rights.
- Any identifiable individuals in the images have provided consent for their use.

5. Indemnification

You agree to indemnify and hold Dermalux harmless against any claims, damages, or liabilities arising from the use of the submitted images.

6. Amendments

Dermalux reserves the right to amend this agreement at any time. We encourage you to review these terms periodically.

If you do not agree with these terms, please do not upload images. If you have any questions, please contact us at **marketing@dermaluxled.com**.

Thank you for your valuable contributions in showcasing the power of Dermalux treatments!

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We appreciate the opportunity to witness your Dermalux product. Understanding that your images can inspire others, we want to be transparent about how we intend to use them.

By tagging your social media posts and/or social media images with #DermaluxLED, #DermaluxYES, (collectively referred to as the "Dermalux Hashtags"), or by using the handle @dermaluxled (the "Dermalux Handle"), or through content submission to the Dermalux social media pages (the Dermalux Platforms") or our image request forms, you agree to the following policy by Dermalux.

All posts and content tagged with the Dermalux Hashtags and/or the Dermalux handles, or submitted to the Dermalux Platforms or forms, including, but not limited to, your name, biographical information, and all other names, usernames, pseudonyms, text, likenesses, graphics, logos, marks, images, photographs, code, internet postings, videos, clips, GIFs, moving images, and any other information and material shall be collectively referred to in this policy as "UGC" (User-Generated Content).

1. Licence: You grant us a royalty-free, perpetual, irrevocable, transferable, worldwide commercial licence (including the right to sub-license) to reproduce, use, publish, retouch, and remove UGC at our sole discretion and on any media, for any purpose, including advertising our products without restriction or limitation.
2. Usage: Your social media posts and images may be used by Dermalux either alone or in conjunction with sketches, cartoons, captions, films, artwork, textural matter, or other photographs. While Dermalux make commercially reasonable efforts to give you credit, you acknowledge that such credit is not mandatory, and your permission for us to use your social media post and image is not contingent upon such credit being given.

3. **Warranty and Representation:** You warrant and represent that i) you own all rights in UGC; ii) you have obtained permission from any person(s) identifiable in UGC to grant the rights specified in this policy; iii) your use and our use of UGC will not infringe the rights of any third party or breach any applicable law or regulation.
4. **Waiver of Rights:** You unconditionally and irrevocably waive (or procure the same from any third party where applicable) any and all moral rights and any other similar rights in connection with our usage of UGC.
5. **Privacy:** You agree that the personal data collected from UGC will be treated in accordance with our Privacy Notice and the terms of this policy.
6. **Indemnification:** You shall indemnify and hold us harmless, and any person acting on our behalf, from any and all claims, demands, costs, liabilities, damages, and expenses incurred in connection with the use of UGC.
7. **Policy Amendments:** We reserve the right to amend this policy at any time, so please check back here when you tag or upload UGC.

If you do not agree to these terms, we understand, and no further action is required. We are thrilled to feature on your page and eagerly anticipate more of your beautiful images in the future. For any questions, please email us at marketing@dermaluxled.com

7. Document Reference DLX-049-EN-1.0