# Image licence

This Image Licence dated 12 November 2021 describes how you are able to use the images displayed on this website or provided to you by Derm.City (**Images**). By downloading or using any images, you agree to the following terms and conditions, and are entering into a legally binding agreement with Chronicle Companies (**Derm.City**).

These terms and conditions may be amended by us without notice from time to time. Amendments will be effective at the time the amended terms and conditions are posted on this website. You are responsible for ensuring you are aware of the current terms and conditions.

The terms “Derm.City”, “we”, “us” and “our” are a reference to Chronicle Companies. References to “you” and “your” are a reference to you as a user of this website.

**Intellectual property**

1. Derm.City is the owner or licensee of copyright in the images. Copyright in all images remains with Derm.City or its licensors. All rights not expressly granted in this Image Licence are reserved by Derm.City and its licensors.

**Free use of Watermarked Images**

2. The use of watermarked images for the purpose of education is encouraged by Derm.City. You may use watermarked images in accordance with the licensing requirements of [Creative Commons Attribution-NonCommercial-NoDerivs 3.0 Unported](https://creativecommons.org/licenses/by-nc-nd/3.0/).

3. By way of summary (and without limitation) you may use and share watermarked images displayed on this website provided you abide by the following terms:

(a) Attribution: you must give appropriate credit to Derm.City, provide a link to the Creative Commons Attribution-NonCommercial-NoDerivs 3.0 at <https://creativecommons.org/licenses/by-nc-nd/3.0/legalcode>, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests that Derm.City endorses you or your use;  
(b) Non-Commercial: you may not use watermarked images for commercial purposes;  
(c) No Derivatives: if you remix, transform, or build upon any watermarked images, you may not distribute the modified material; and  
(d) No additional restrictions: you may not apply legal terms or technological measures that legally restrict others from doing anything the Creative Commons licence permits.

More information on the definition of non-commercial can be found here: [https://creativecommons.org/faq/ - does-my-use-violate-the-noncommercial-clause-of-the-licenses](https://creativecommons.org/faq/#does-my-use-violate-the-noncommercial-clause-of-the-licenses).

**Commercial Images or high-quality images**

4. Certain images are available for you to license in high quality, without a watermark for commercial use (**commercial images**). Commercial images vary in size and quality.

5. A fee is charged by Derm.City for the use of commercial images (**licence fee**). Licence fees will be quoted to you by Derm.City at the time you request a commercial image. Commercial images will be made available to you upon receipt in full of the applicable licence fee and completion of the Derm.City Image Application Form (pdf).

6. Upon receipt of the applicable licence fee, Derm.City grants you a non-exclusive, royalty-free, non-transferable, non-sublicensable license to publish the relevant commercial image for commercial use in any and all media. You are able to continue to use commercial images in accordance with this image licence unless and until it is terminated by Derm.City.

7. You must acknowledge the source of commercial images in all publications (for example, Derm.City or the Image Library contributor, or both). Such attribution must be clearly readable.

8. You must not:

(a) use commercial images in a way that violates any law, or in any other manner that is obscene, defamatory, pornographic, indecent, objectionable, or which may damage the reputation of Derm.City or any of its licensors;  
(b) sell, sub-licence or transfer any commercial images to any other person or entity;  
(c) incorporate any commercial image into a trademark or logo;  
(d) make the commercial images available for copying or redistribution by third parties;  
(e) use commercial images in any way that identifies the individual subject of the image;  
(f) represent that any commercial image was created or is owned by you; or

**Warranties and indemnities**

9. Derm.City warrants that your use of images in their original form and in accordance with this image licence will not infringe the copyright of any third party.

10. Subject to clause 9, Images are provided “as is” without representation or warranty of any kind. While Derm.City endeavours to ensure that the information provided on this website is accurate (for example, that Images are correctly labelled or categorised) Derm.City makes no representation or warranty that such information is accurate or up-to-date, and assumes no liability for any consequences of relying on such information.

11. You indemnify Derm.City and its trustees, officers, and employees for all costs, losses, damages, or expenses suffered or incurred as a result of a breach of any term or condition of this Image Licence.

12. Except as specifically stated in this image licence or as otherwise required by law, Derm.City is not liable for damages of any kind (including, without limitation, for indirect or consequential loss or damage, loss of profit (whether direct or indirect) or loss of business or any costs, expenses or other claims for consequential compensation whatsoever) arising out of your use of any images.

**Termination**

13. Derm.City may terminate this Image Licence at any time upon written notice if you breach any term or condition of this image licence.

14. You acknowledge that Derm.City licences certain images from third parties (**third party licence**) and sublicenses them to you pursuant to this image licence. You agree that Derm.City may terminate any such sublicense granted to you pursuant to this image licence immediately by giving one month written notice to you if the relevant third party licence is terminated or expires.

15: If this Image licence is terminated: you will not be given any refund of licence fees;

(a) you must immediately cease using the Images; and  
(b) you must delete or destroy any copies of Images in your possession, and,  
(c) if required by Derm.City, you must confirm in writing that you have done so.

16. If this image licence is terminated pursuant to clause 14, Derm.City will provide you with a suitable replacement Image from its image library (if available and as determined by Derm.City in its sole discretion) if required, for use in accordance with the terms and conditions of this image licence.

**General**

17. Any notice given under or in relation to this image licence must be in writing. All notices given by you must be sent to Derm.City at health@chronicle.org. All notices given by Derm.City will be sent to you at the email address you have provided to Derm.City.

18. You may not assign or transfer any of your rights or obligations under this image licence without Derm.City’s prior written consent.

19. This image licence may not be amended or modified without the written agreement of Derm.City.

20. If any provision contained in this image licence is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this image licence will remain in full force and effect and will not in any way be impaired.

21. If Derm.City does not exercise or enforce any rights available to it under this image licence, that does not constitute a waiver of those rights.

22. Nothing in this image licence creates a relationship of agency, partnership, or joint venture between you and Derm.City.

23. This image licence constitutes the entire agreement and understanding between the parties in relation to its subject matter.

24. This image licence is governed by and is to be construed in accordance with the laws of Canada and the province of Ontario. The parties irrevocably agree that the courts of the province of Ontario shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Image Licence.

**Contact us**

25. For general correspondence, questions and queries about images, please [contact us](https://www.derm.city/).