

# Image Licence Application Form

DermNet New Zealand Trust gives consent to the publication of its images by other individuals and organisations for commercial and non-commercial purposes in accordance with the terms and conditions set out in the Image Licence on page 2 of this form.

## LICENCE FEES

Prices per image, in New Zealand Dollars and plus tax/GST if applicable  
Additional transaction fees may apply

**NZ\$60****Small**

Low resolution (640x480)

**NZ\$125****Large**

The highest available resolution

### Discounts?

We provide discounts for multiple images, please email us to find out more.

Please complete and sign this form and email it to [images@dermnetnz.org](mailto:images@dermnetnz.org). Once the order is completed we will send you the images via email. You will receive an invoice which will explain options for payment. You can fill out this form on the computer by typing into the boxes below.

**Company name:****Your name:****Title/position:****Email address:****Invoice to: (name)****Invoice to: (email)****Invoicing postal address:****Your reference number:**

### URL's of requested images:

Locate image on the website right click on it and select "copy image address." If you have a large image request please send us a separate spreadsheet

**Select image resolution**

Small (Low resolution (640x480))

Large (highest resolution available)

**Describe proposed use of images:****Your client: (if applicable)****Total fee:**

I have read, understand and agree to be bound by the terms and conditions of the Image Licence on page 2

By signing in the space provided below, you confirm that you are authorised to sign and enter into this Agreement, and that the parties each agree to all the terms and conditions set out in this Agreement. If you are not authorised to sign this Agreement on behalf of your organisation, please forward this email to an authorised signatory of your company.

**Signature:****Date:**

# Image License

This Image Licence describes how you are able to use the images displayed on this website or provided to you by DermNet (Images). By downloading or using any Images, you agree to the following terms and conditions, and are entering into a legally binding agreement with DermNet New Zealand Trust (DermNet).

The terms "DermNet", "DermNet NZ", "we", "us" and "our" are a reference to DermNet New Zealand Trust. References to "you" and "your" are a reference to you as a user of this website.

## Intellectual property

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

## Free use of low resolution and watermarked images

2. The use of low resolution or watermarked Images (Low Resolution Images) for the purpose of education is encouraged by DermNet. You may use Low Resolution Images in accordance with the licensing requirements of Creative Commons Attribution-NonCommercial-NoDerivs 3.0 (New Zealand), available at <https://creativecommons.org/licenses/by-nc-nd/3.0/nz/legalcode>.
3. By way of summary (and without limitation) you may use and share Low Resolution Images displayed on this website provided you abide by the following terms:
  - a) Attribution: you must give appropriate credit to DermNet, provide a link to the licence (<https://creativecommons.org/licenses/by-nc-nd/3.0/nz/legalcode>), and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests that DermNet endorses you or your use;
  - b) Non-Commercial: you may not use Low Resolution Images for commercial purposes;
  - c) No Derivatives: if you remix, transform, or build upon any Low Resolution 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.

## Commercial 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 DermNet for the use of Commercial Images (Licence Fee). Licence Fees will be displayed on the DermNet shop or quoted to you by DermNet 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.
6. Upon receipt of the applicable Licence Fee, DermNet grants you a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable licence 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 DermNet.
7. You must acknowledge the source of Commercial Images in all publications (for example, DermNet New Zealand or the Image Library contributor, e.g. Waikato District Health Board, or both). All use of Commercial Images contributed to the Image Library by the Waikato District Health Board must include a statement acknowledging the Waikato District Health Board as the owner of the Commercial Image. 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 DermNet's 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. DermNet 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 DermNet endeavours to ensure that the information provided on this website is accurate (for example, that Images are correctly labelled or categorised) DermNet 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 DermNet 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, DermNet 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. DermNet 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 DermNet licences certain Images from third parties (Third Party Licence) and sublicenses them to you pursuant to this Image Licence. You agree that DermNet may terminate any such sublicense granted to you pursuant to this Image Licence immediately by giving two months' written notice to you if the relevant Third Party Licence is terminated or expires.
15. If this Image Licence is terminated: (a) you will not be given any refund of Licence Fees; (b) you must immediately cease using the Images; and (c) you must delete or destroy any copies of Images in your possession, and, if required by DermNet, you must confirm in writing that you have done so.
16. If this Image Licence is terminated pursuant to clause 14, DermNet will provide you with a suitable replacement Image from its Image Library (as determined by DermNet 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 DermNet at [info@dermnetnz.org](mailto:info@dermnetnz.org). All notices given by DermNet will be sent to you at the email address you have provided to DermNet.
18. You may not assign or transfer any of your rights or obligations under this Image Licence without DermNet's prior written consent.
19. This Image Licence may not be amended or modified without the written agreement DermNet.
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 DermNet 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 DermNet.
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 New Zealand law. The parties irrevocably agree that the courts of New Zealand shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Image Licence.