

TERMS OF USE

1. Use of the Collection

- By using LactaMedia – A Clinical Image Collection on LactaHub (“Collection”), you are agreeing to the following Terms of Use (“Terms”). If you do not agree to these Terms, you must not use the Collection and the Collection’s website at www.lactamedia.org (“Collection’s Website”).
- In order to use the Collection, you must be eighteen (18) years of age or older. If you are below eighteen (18) years, you must not use the Collection and the Collection’s Website. The Collection is intended exclusively for people with appropriate training and knowledge.
- The terms “Image”, “Images” and “Image(s)” herein are defined and understood to be the clinical photos and/or videos gathered for LactaHub – a resource for evidence-based breastfeeding knowledge – and produced in strict accordance with the ethical and legal requirements for medical photography in which patients are involved. LactaHub is a partnership project of The Global Health Network (University of Oxford) and the Family Larsson-Rosenquist Foundation.
- The terms “you”, “your”, “User”, and “Applicant” herein are defined and understood to be the person that requests an Image from the Collection through LactaHub and has read, understood, accepted and agreed to these Terms.
- Using the Collection does not give you ownership of any intellectual property rights in the Collection or the content thereof. You may not use an Image from the Collection unless you have agreed to the Terms and explicitly received access from the Family Larsson-Rosenquist Foundation to such Image(s). These Terms do not grant you the right to use any of LactaHub’s or the Family Larsson-Rosenquist Foundation’s branding or logos used in the Collection. Do not remove, obscure or alter any legal notices displayed in or along with the Collection.
- All copyrights and intellectual property rights of the Collection belong to or have been licensed by the Family Larsson-Rosenquist Foundation. The Collection is protected by applicable Swiss and international intellectual property laws and treaties. The Family Larsson-Rosenquist Foundation holds all necessary worldwide rights indefinitely.
- Images are free of charge, exclusively for non-profit, educational, medical, or scientific use, after the Family Larsson-Rosenquist Foundation grants access to them.
- Images may be used by anyone with appropriate training and knowledge, but they cannot be used for any commercial purposes. You may not reproduce, copy, distribute, sell, rent, sublicense, store, or in any other manner reuse Images of the Collection, unless given express permission to do so by the Family Larsson-Rosenquist Foundation, in accordance with these Terms or unless stipulated otherwise by the applicable mandatory law.
- Images may be altered only to the extent that the context of the Image is not changed. Basic edits like cropping, levelling, colour adjustment and rendering are permitted.
- Images may only be altered and used in a way that is fair and legal and does not damage the reputation of the Family Larsson-Rosenquist Foundation or the reputation of the patients appearing in such Images.
- Images may only be used in a context that fairly and accurately represents the conditions they depict.
- Images may not be copied or stored by any means, electronically or otherwise, or shared with any third party, except for the stated and approved purpose for which the Images were originally supplied.
- The User of the Images shall refrain from any collaboration, directly or indirectly, with organisations or companies that promote infant formula (nutrition with formula milk) in any form.
- The Family Larsson-Rosenquist Foundation is the copyright owner or licensee of the Images. Images received from LactaHub must be accompanied by a visible accreditation of LactaHub, such as, if not indicated otherwise, “LactaMedia - A Clinical Image Collection is published on LactaHub, a partnership project of The Global Health Network (University of Oxford) and the Family Larsson-Rosenquist Foundation. © Family Larsson-Rosenquist Foundation”. As a best practice in order to credit the Image(s), the User is encouraged to follow the format as outlined as follows:

PowerPoint Presentations

- Option 1: Add a slide at the end of your presentation to credit an Image
- Option 2: Place credit(s) next to the Image-link.

Website – Image Credit(s)

- Option 1: Indicate credit(s) with a mouse-over.
- Option 2: Place credit(s) at the bottom of a webpage.
- Option 3: Place credit(s) next to the Image-link.
- Option 4: Create a separate webpage.

Print Materials – Image Credit(s)

- Option 1: Place credit(s) next to the Image.
- Option 2: Place credit(s) on the inside cover.

2. Access to Image(s)

- If you wish to access an Image, please complete and submit the request form that is available on www.lactahub.org/lactamedia-request ("Request"), including the title and number of the Image(s) and your intended purpose.
- By completing and submitting the Request, specifically ticking the checkbox for these Terms (www.lactahub.org/lactamedia-terms) and the Data Privacy Statement (www.lactahub.org/lactamedia-privacy), you confirm that you understand, accept and agree to such Terms and such Data Privacy Statement.
- By submitting the Request, specifically ticking the checkbox that you are eighteen (18) years of age or older, you confirm that you are eighteen (18) years of age or older.
- Each submitted Request is personally reviewed by the Family Larsson-Rosenquist Foundation to ensure Images will be used in a context that fairly and accurately represents the conditions they depict.
- If your Request is for illustrative purposes, you may be asked to provide additional information and/or a draft of your material.
- Once your Request is approved by the Family Larsson-Rosenquist Foundation, you will receive a link via email to access and download the requested high resolution and not watermarked Image(s) of the Collection (www.lactamedia.photoshelter.com). The link will expire after seven (7) days and shall not be shared.
- In some cases, you will receive a link via email to access galleries where you can view and/or download high resolution and not watermarked Image(s) of the Collection (www.lactamedia.photoshelter.com) after your Request has been approved by the Family Larsson-Rosenquist Foundation. In order to access such galleries and to start the download process, you will need to register (free of charge) on LactaHub with PhotoShelter (www.photoshelter.com) and agree to PhotoShelter's Terms & Conditions. PhotoShelter is a platform that provides various photography-related tools, services and resources and is a service provider for LactaHub to host LactaMedia. After your registration you will be able to access and download the high resolution and not watermarked Image(s) published in the galleries to which the Family Larsson-Rosenquist granted you access.
- The Family Larsson-Rosenquist Foundation is in no way responsible, liable for or has control of the contents of external websites such as PhotoShelter, its terms and conditions, rules, policies, procedures or the data collected by PhotoShelter for the purpose of registering with PhotoShelter and accessing an Image of the Collection.
- **The Family Larsson-Rosenquist Foundation further reserves the right, but does not have any obligation, to deny an Applicant's Request at their sole discretion, at any time, and without notice or explanation to the Applicant or any third party, and for any reason.** An Applicant or a third party has no right to claim an Image of this Collection or be eligible to receive access to such Image(s) or the Collection's Website.
- The Family Larsson-Rosenquist Foundation may suspend, withdraw, discontinue or change all or any part of the Collection and the Collection's Website without notice, and is not liable to you or a third party if for any reason the Collection's Website (or any part of it) is unavailable at any time or for any period.
- Visiting the Collection's Website, requesting an Image/Images and receiving the Collection is free of charge for the User.

LactaHub is a partnership project of The Global Health Network (University of Oxford)
and the Family Larsson-Rosenquist Foundation

www.LactaHub.org, media@lactahub.org

Family Larsson-Rosenquist Foundation, Rheinstrasse 1, 8500 Frauenfeld/Switzerland

3. Contribution to the Collection

- In order to submit a clinical photo and/or video to the Collection, an agreement with the Family Larsson-Rosenquist Foundation will need to be completed. This agreement governs the creation and potential selection, the assignment of rights in selected Images, the one-time compensation for Images as well as the handling of existing photo or video material.
- Once your Image(s) has been approved, you will receive the aforementioned one-time remuneration.

4. Warranties and Disclaimers

- **Images in the Collection are graphic and can be potentially disturbing.**
- Images in the Collection fall under the category of editorial photography. Unlike commercial photography which is usually obtained for promotional purposes through contracts with professional photographers and stock agencies, editorial photography calls for a specific approach to taking and using photos and/or videos. In other words, editorial photography is intended for objective, accurate representation or illustration of a real situation, subject or physical location.
- The Collection is provided in good faith **and intended for use by health professionals**. All parts of the Collection are primarily for training purposes and for additional information to be given to other health professionals or healthcare providers. The Collection is not intended for use by parents or private persons without medical education. The Family Larsson-Rosenquist Foundation does not raise any claim to completeness of the resources. **Under no circumstances should the Collection be regarded as a substitute for professional advice or treatment or for any independent medical judgment of a health professional regarding specific patient diagnoses or treatment plans. Healthcare providers should exercise their own independent medical judgment, and decisions as to any diagnosis and treatment plans are the sole responsibility of such healthcare provider.**
- The Collection cannot and shall not be used to make independent diagnoses or begin any form of treatment. The information within the Collection is not personally related to you. For non-medical professionals we recommend that you visit recognised health professionals to get specific advice for any medical problems.
- Other than as expressly set out in these Terms, neither the Family Larsson-Rosenquist Foundation nor the photographers or videographers assigned with creating the Images of the Collection ("Photographers") make any specific promises about the Collection. For example, no commitments about the content within the Collection, the specific functions of the Collection or the Collection's reliability, availability or ability to meet your needs are made. The Collection and the Collection's Website are provided "as is".
- English is the original language for all aspects of the Collection's Website and the Terms of Use. The Collection's Website may be translated for your convenience using third party software powered by Google Translate (a free online translation service). **You access and use any translation at your own risk.** In case of discrepancies of the English with the translated text, the English version prevails.
- Any translation of the Collection's Website and its webpages may be imprecise and inaccurate in whole or in part since the translation process used on the Collection's Website is an automated translation, provided as a convenience and not intended to replace human translators. While reasonable efforts are made to provide an accurate translation, such translation shall not be binding, and no liability and no responsibility are assumed by the Family Larsson-Rosenquist Foundation for any errors, omissions or ambiguities in the translations or other information provided by the free translation of the Collection's Website. In no event are the Family Larsson-Rosenquist Foundation, affiliates or associated parties liable for any loss or damages whatsoever arising out of your use of the free translation of the Collection's Website or the content thereof.
- Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, the Family Larsson-Rosenquist Foundation excludes all warranties.

5. Liability for the Collection

- To the extent permitted by law, the Family Larsson-Rosenquist Foundation excludes all representations, warranties, and guarantees (whether express or implied) that may apply to the Collection or the Collection's Website.
- The Family Larsson-Rosenquist Foundation is not liable for any damage or trauma if the Images(s) leave a disturbing impression on the viewer.

6. Amendments

- The Family Larsson-Rosenquist Foundation may amend these Terms without prior notice at any time as required. Such changes will become binding on you upon your first use of the Collection and the Collection's Website after the changes have been implemented. The version published on the Collection's Website is the version currently applicable and the Family Larsson-Rosenquist Foundation recommends to re-read these Terms on a regular basis.

7. Governing Law and Courts

- By using the Collection and visiting the Collection's Website, you agree that **the substantive laws of Switzerland** will exclusively govern these Terms as well as any legal claim(s) that might arise between you and the Family Larsson-Rosenquist Foundation in connection with these Terms, your Request or the Collection.
- The **ordinary courts of Frauenfeld, Switzerland** shall have jurisdiction over any claim or dispute arising in connection with these Terms, your Request or the Collection.

8. Imprint

- As a partnership project of The Global Health Network (University of Oxford) and the Family Larsson-Rosenquist Foundation, LactaHub is funded and managed by the Family Larsson-Rosenquist Foundation. The Family Larsson-Rosenquist Foundation is a charitable foundation governed by Swiss law and based at the Rheinstrasse 1 in 8500 Frauenfeld, Canton of Thurgau, Switzerland.
- The Family Larsson-Rosenquist Foundation can be contacted either by telephone at +41 52 511 30 70 or via email at info@larsson-rosenquist.org. Its online presence is located at www.larsson-rosenquist.org.

These Terms of Use were last updated: 13 September 2021