

Image Collection License Agreement

The Image Collection is a collection of ophthalmic digital images that the American Academy of Ophthalmology ("Academy") has collected for almost a hundred years. Generous author volunteers and committee members contributed many of these images to the Academy. The Academy is pleased to now be able to license these images to our members. There are certain restrictions, however, you must be aware of when downloading these images for your use. Please read through the license and the instructions. You might want to print this document for later reference.

By accessing content on the Image Collection, you are agreeing to the following license terms and conditions:

- 1. **COPYRIGHT**. The Academy own all right, title and interest, including copyright, to the individual images and to the compilation of the images in the Image Collection.
- 2. **LICENSE**. The Academy grants you a non-exclusive license to the Image Collection to use the images in the following manner:
 - a. You can use these images on your practice website, in your practice marketing materials, patient education materials, practice newsletters, and slide/PowerPoint presentations for patient or medical education presentations.
 - b. You can also supply these images to a commercial web producer or printer in order to have these materials produced for you and your practice.
 - c. You are free to edit the images in any way you want, by cropping, resizing or other techniques.
 - If you want to submit any of these images to a non-Academy publication (e.g., book, journal, trade magazine), you must first contact <u>permissions@aao.org</u> to obtain permission. Permission Fee: Academy members, no charge for the first 3 images, \$25 per additional image. Non-members, \$225 per image.

3. PROHIBITION AND LIMITATIONS

- a. You may not use images that contain the trademarks of companies or organizations, including the Academy's trademarks, to imply that the company or organization trademark owner endorses you, your practice or any materials you produce using the Image Collection.
- b. If you wish to use these images for any purpose other than that stated in this license, for example, use in a product you will sell, you must contact the ONE Department of the Academy to apply for the purchase of an additional non-

exclusive license. Such licenses are granted on a case-by-case basis, and there is no guarantee that your application will be granted. Typically, it will take up to six weeks before you are notified regarding your application.

c. Licensee is expressly prohibited from copying, reproducing, or in any other way using the Work in combination with an artificial intelligence tool (including but not limited to large language models, such as ChatGPT), or to create a derivative of the Work using artificial intelligence.

4. ADDITIONAL TERMS OF USE

- a. You cannot share your account with anyone outside your practice.
- b. You may download and store only the images you plan to use as materials for the creation of a project, website or publication. You may not archive images other than those used in such a project, website or publication.
- c. You may not redistribute the images in any way designed for reuse. You must not offer for sale or sub-license these images (or a collection of) without the express, written permission of the Academy.
- 5. **CREDITING THE IMAGES CORRECTLY.** You must credit the Academy when you use one image or many from the Image Collection.
 - a. Acceptable credits include © 2024 American Academy of Ophthalmology or hyperlink to the URL 'http://www.aao.org'. For a single image the credit shall be located in a suitably readable font on the same page as the image. When using multiple images the credit should identify the images such as "images on pp 5, 23 and 16 © 2023 American Academy of Ophthalmology."
 - b. When images are used in printed material or non-internet-connected electronic media, a credit is needed on each page (or a facing page) where an image is used. The credit can either be at the bottom of the page or near the image (i.e., in a caption).
 - c. Images may also be used in other forms of digital and video media (e.g., demonstrations, presentations, interactive systems, films, etc.). A credit is required either where the image is used, or at the start of the presentation/film or on a 'welcome screen'.
 - d. Where images are used in online banners the credit link may be included on the page where the user who clicks the banner is taken to. This page will be the final destination page of the banner link and not any auto-forwarded or unseen page which the browser may pass through while displaying the final banner destination page.