

vAisual. Biometric Model release

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged,

I _____ (“Model”)

hereby grant to _____ and Vaisual Corp./KFT. (collectively, the “Photographer”), the Photographer’s assigns, and those persons acting with the Photographer’s authority and permission, the right to take and create photographs/videos and other still and/or moving images (in all formats) and other graphical depictions incorporating my likeness, in any and all media, whether now known or hereafter created (the “Content”).

I hereby agree that all rights in and to the Content, including the copyright, are and shall remain the sole property of the Photographer, free and clear from any claims by me or anyone acting on my behalf.

The Photographer’s rights include, but are not limited to, the rights, in perpetuity, to:

Use the Content and all containing biometric data for machine learning purposes, as part of datasets, to train any kind of Neural network or algorithm and to use and process the Content and all its derivatives including but not limited to synthetic content, biometric recognition and photo manipulation software and / or license the content and its derivatives to Third parties to do the same.

Use, re-use, publish, and re-publish the Content or its derivative works; Alter, modify or otherwise change the Content or its derivative works in any manner the Photographer and/or its licensees desires; Combine the Content with textual matter and/or with other pictures and/or media; and, Use the Content for illustration, promotion, art, editorial, advertising, trade, publishing, or any other purpose whatsoever.

I hereby release, discharge, and agree to hold harmless the Photographer and its licensees, and each of their respective heirs, legal representatives and assigns, and all persons acting under the Photographer’s authority or those for whom he/she is acting, from any liability by virtue of any use of the Content or any changes or alterations made thereto.

I waive any right to the content, including the right to inspect or approve any use of the content and any additional money or consideration for any use of the content.

I agree and understand that my personal information and that of the Model’s provided in this release will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees and assigns of the Contributor and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used.

I hereby warrant that I am of full legal age and have the right to contract in my own name.

I have read the above authorization, release and agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives and assigns.

This agreement is governed by the laws of the State of New York, and I consent to the exclusive jurisdiction and venue convenience of courts in New York, New York to resolve any dispute.

GDPR compliance

I hereby acknowledge and confirm that I received detailed information about my rights and obligations in relation to the processing of my personal and biometric data (briefly: Data) incorporated in the Content by the Photographer.

If the data processing is conducted in the context of the activities of an establishment of the Photographer in the territory of the European Union, the data processing is subject to the following conditions in line with the provisions of the European General Data Protection Regulation (2016/679) regardless of whether the processing takes place in the European Union or not:

1. The Photographer is entitled to use the Data exclusively for the purposes determined in this statement.
2. I give my consent to the use of the Data by Photographer without any limitation in time. The Photographer shall have the right to use the Data while it is continuing its related development and business activities.
3. As subject of the Data I have the right to withdraw my consent to the processing of the Data in at any time.
4. I acknowledge that the creation of the Content and the use of the Data is for both development and commercial purposes, therefore withdrawing my consent would cause financial loss and extra costs to the Photographer. Therefore I acknowledge and undertake that by withdrawing my consent to the processing of the Data within 2 years from the day of creation of the Content I agree to repay all fees that I received from the Photographer in relation to the creation and use of the Content. The withdrawal of consent shall not affect the lawfulness of data processing based on consent before the withdrawal. I understand and accept that withdrawal shall be also interpreted as a request for deletion, therefore Photographer is not obliged to keep, maintain or deliver any copies of the Data after the withdrawal, but it is obliged to delete all copies of the Data upon my request.
5. The Photographer as data controller shall at any time inform me about the processing of the Data upon my explicit request. I can submit my request for information via email to the following email address: dpo@vaisual.com. I can also submit my request for information on paper by postal service sending it to the following address of Photographer:

vAisual Inc.
300 Delaware Avenue,
Suite 210 #324,
Wilmington,
Delaware 19801,
USA

[ATTACH A COPY OF A PHOTO ID HERE]

6. I have the right to contact the data protection officer of the Photographer on the following email address at any time regarding my requests or complaints: dpo@vaisual.com

7. The information shall be provided by Photographer free of charge. Where request is manifestly unfounded or excessive, in particular because of its repetitive character, the Photographer may either: (a) charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or (b) refuse to act on the request. The Photographer shall bear the burden of demonstrating the manifestly unfounded or excessive character of the request.

8. I have the right to obtain from the Photographer confirmation as to whether or not the Data or any personal data concerning me are being processed. I also have the right to access to my personal data and the following information: (a) the purposes of the processing; (b) the categories of personal data concerned; (c) the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organizations; (d) where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period; (e) the existence of the right to request from the Photographer rectification or erasure of my personal data or restriction of processing of my personal data or to object to such processing; (f) the right to lodge a complaint with a supervisory authority; (g) if the personal data were not collected on the basis of my consent but on the basis of another legal title, any available information as to their source; (h) the existence of automated decision-making, including profiling, if such is happening, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for me. Where the Data is transferred to a third country or to an international organization, I have the right to be informed of the appropriate measures taken for ensuring the security of my personal data.

9. I have the right to request one copy of the Data from the Photographer. For any further copies, the Photographer may charge a reasonable fee based on administrative costs. Since the Data exists in digital form, I accept that the copy will be delivered to me exclusively in digital form.

Model Information

Name(Print): _____
Address: _____
City: _____
ZIP code: _____
Country: _____
Phone: _____
Email: _____
Date of Birth: _____
Place of Birth: _____
Mother`s maiden name: _____
Date: _____
Signature: _____

Photographer

Name(Print): _____
Address: _____
City: _____ ZIP code: _____
Country: _____
Phone: _____
Email: _____
Date: _____
Signature: _____

Witness 1

Name(Print): _____
Address: _____
City: _____ ZIP code: _____
Country: _____
Phone: _____
Email: _____
Date: _____
Signature: _____

Witness 2

Name(Print): _____
Address: _____
City: _____ ZIP code: _____
Country: _____
Phone: _____
Email: _____
Date: _____
Signature: _____