

TERMS AND CONDITIONS

Last updated: July 29, 2026

These Terms and Conditions ("Terms") govern access to and use of the website jorgedurant.com (the "Site"), owned and operated by Jorge Duran ("Jorge Duran," "we," or "the Creator"), a UGC (User-Generated Content) creator, content strategist, and specialist in audiovisual production and artificial intelligence, operating out of the State of Florida, United States.

By accessing, browsing, or using this Site, you ("the User," "you") agree to be bound by these Terms in full. If you do not agree with any part of these Terms, you must refrain from using the Site.

1. Acceptance of Terms

Continued use of the Site, submission of information through the contact form or email, or the request of any service offered by Jorge Duran constitutes express acceptance of these Terms and of the Site's Privacy Policy, which is incorporated herein by reference.

Jorge Duran reserves the right to update, modify, or replace these Terms at any time. Changes take effect upon posting to this page, with the "last updated" date indicated accordingly. Continued use of the Site after such changes constitutes acceptance of the revised Terms.

2. Description of the Site and Services

The Site functions as Jorge Duran's professional portfolio and contact channel, and includes, among other elements:

- Samples of UGC (User-Generated Content) produced for brands in the categories of men's skincare, grooming, fitness, wellness, lifestyle, home, and technology.
- An "AI Creative Studio" section featuring examples of brand avatars, AI-generated cinematic video, and hyper-realistic product imagery.
- Information about the services offered (UGC videos, product photography, premium AI visuals, paid advertising, organic content, and custom packages).
- Metrics and results from past campaigns, presented for illustrative purposes.
- A contact form and/or email address (hello@jorgedurant.com) for business inquiries and collaborations.
- Links to social media profiles (Instagram, TikTok) and to a third-party storefront (Amazon Storefront).

The Site is informational and promotional in nature. The actual engagement of content production, creative strategy, or advertising campaign services is not formalized through the Site, but rather through a separate proposal, quote, contract, or agreement entered into between Jorge Duran and the interested brand or client. In the event of a conflict between these Terms and a signed services agreement, the terms of that agreement shall govern.

3. Nature of UGC Content and Brand Collaborations

Jorge Duran is a UGC (User-Generated Content) creator: he produces videos and photographs with a native, authentic aesthetic — testimonials, product demos, storytelling, educational content, ASMR, and other formats — designed for brands to use as paid ads, organic posts, or "whitelisted" content on their own accounts and advertising platforms (Meta Ads, TikTok, TikTok Shop, and others).

Ownership of UGC content produced for a brand, the scope of the usage license (organic and/or paid), its duration, exclusivity, and territory are established exclusively in the contract, proposal, or services agreement signed with each brand or client — not in these Terms. These Terms govern only the use of the Site as a showcase of Jorge Duran's work; they do not constitute or replace a services agreement or a content licensing agreement.

Pieces displayed in the portfolio may be shown cropped, in lower resolution, or partially, for professional showcase purposes, and do not necessarily represent the entirety or final version of the deliverable provided to the client.

4. Disclosure of Paid Collaborations and FTC Compliance

In compliance with the Endorsement Guides of the U.S. Federal Trade Commission (FTC), any paid, sponsored collaboration, or collaboration involving free products ("gifting") from a brand is identified in the original post through the applicable disclosures (e.g., "#ad," "#sponsored," "Paid Partnership") on the platform where that content is published (Instagram, TikTok, and others).

The display of a brand, product, or logo in this Site's portfolio is for illustrative purposes related to Jorge Duran's professional track record and does not, by itself, constitute an FTC advertising disclosure; such disclosure is made in the original publication of each piece of content.

5. AI-Generated Content

The "AI Creative Studio" section of the Site showcases content generated wholly or partly through artificial intelligence tools (brand avatars, cinematic video, and hyper-realistic product imagery). This content is presented for demonstrative and creative purposes and is not intended to pass as unedited real footage unless otherwise indicated.

Where the use of AI in a commercial deliverable must be disclosed under the contracting brand's policy, the publishing platform's rules, or applicable law, such disclosure is defined in the corresponding services agreement, not in these Terms.

6. Image and Likeness Rights

Jorge Duran's image, voice, and likeness appearing on the Site and in portfolio content are his exclusive property. No third party is authorized to extract, download, reuse, train artificial intelligence models or systems on, or create derivative content (including, without limitation, deepfakes or voice clones) from his image, voice, or likeness without his express, written consent.

7. Acceptable Use of the Site

By using the Site, you agree to:

- Use the Site only for lawful purposes and in accordance with these Terms.

- Not copy, reproduce, distribute, modify, or commercially exploit the Site's content (videos, images, text, design, or branding) without Jorge Duran's prior written authorization.
- Not use automated systems (bots, scrapers) to extract content or data from the Site.
- Not introduce viruses, malware, or any code that could damage the Site's operation.
- Not impersonate Jorge Duran or any third party when using the contact form.

Jorge Duran reserves the right to restrict or suspend access to the Site for any user who violates the foregoing.

8. Intellectual Property

All content on the Site — including videos, photographs, illustrations, text, logos, brand palette, typography, animations, and overall design — is owned by Jorge Duran or used under license, and is protected by United States intellectual property laws and international treaties, unless otherwise indicated.

Audiovisual content produced for brands and displayed in the portfolio is shown for professional showcase purposes, as authorized by each brand under the corresponding collaboration agreement. Third-party brands, logos, and names (for example, DRMTLGY, Marin Skincare, Nebility, lululemon, Bucked Up, Audible, CapCut, COSRX, Medicube, and others that may appear on the Site) belong to their respective owners and are used solely for illustrative and informational purposes, without implying affiliation, sponsorship, or endorsement unless expressly stated.

Nothing in these Terms grants the User any license, right, or ownership interest in the Site's content, other than the limited right to view it for personal, non-commercial use.

9. Affiliate Links and Sponsored Content

The Site includes a link to an Amazon storefront ("Amazon Storefront"). This link may be an affiliate link, meaning Jorge Duran may earn a commission on purchases made through it, at no additional cost to the User. Additionally, some content displayed on the Site reflects paid or sponsored collaborations with the brands mentioned.

10. Third-Party Links

The Site contains links to third-party platforms (Instagram, TikTok, Amazon, and others) that are not operated or controlled by Jorge Duran. We assume no responsibility for the content, privacy policies, or practices of such third-party sites. Access to these links is at your own risk and subject to each platform's own terms and conditions.

11. Contact Form and Personal Data

By submitting information through the contact form or the email hello@jorgedurant.com, you represent that the information provided is truthful and that you are authorized to share it (for example, if acting on behalf of a brand or company).

The processing of personal data collected through the Site is governed by the Privacy Policy published on jorgedurant.com, which forms an integral part of these Terms.

12. Results and Metrics

Metrics, reach figures, engagement, and other results displayed on the Site correspond to past campaigns and collaborations and are presented for demonstrative purposes. They do not constitute a guarantee of future results for new brands or campaigns, as the performance of any content depends on numerous factors beyond Jorge Duran's control (platform algorithms, campaign budget, product, audience, and others).

13. Disclaimer of Warranties

The Site and its content are provided "as is" and "as available," without warranties of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement. Jorge Duran does not warrant that the Site will be error-free, uninterrupted, or compatible with all devices or browsers.

14. Limitation of Liability

To the maximum extent permitted by applicable law, Jorge Duran shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from the use of, or inability to use, the Site, even if advised of the possibility of such damages. This includes, without limitation, loss of data, loss of business, or loss of business opportunities.

15. Indemnification

You agree to indemnify and hold Jorge Duran harmless from any claim, damage, loss, or expense (including reasonable attorneys' fees) arising from your misuse of the Site or your violation of these Terms.

16. Copyright Infringement Notice (DMCA)

If you believe in good faith that content on the Site infringes your copyright, you may notify us at hello@jorgedurant.com, including: (i) identification of the protected work allegedly infringed; (ii) the exact location of the content on the Site; (iii) your contact information; and (iv) a statement, under penalty of perjury, that the disputed use is not authorized by the copyright owner. Valid notices will be handled in accordance with the Digital Millennium Copyright Act (DMCA) and may result in the removal or restriction of access to the identified content.

17. Changes to the Site and Services

Jorge Duran reserves the right to modify, update, or discontinue any part of the Site, including the portfolio, listed services, or available features, without prior notice.

18. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of laws principles. Any dispute arising from these Terms or the use of the Site shall be subject to the exclusive jurisdiction of the competent courts of Florida, United States.

19. Severability

If any provision of these Terms is held invalid or unenforceable by a competent authority, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

20. Contact

For questions related to these Terms and Conditions, you may reach us through:

- Email: hello@jorgedurant.com
- Instagram: [@jorgedurant](https://www.instagram.com/jorgedurant)
- TikTok: [@jorgeunlocked](https://www.tiktok.com/@jorgeunlocked)

Note: This document was prepared as a general template based on the public content of jorgedurant.com (UGC portfolio, AI Creative Studio, content services, and Amazon affiliate link). It does not constitute legal advice. It is recommended that it be reviewed by an attorney licensed in Florida before final publication, especially if online payments, standardized service contracts, or additional data collection are added to the Site in the future.