Deep Fakes Dataset Academic Use License Agreement

This Deep Fakes Dataset Academic Use License Agreement (the "Agreement") constitutes a legally binding agreement between FakeCatcher operate (authors of the paper and curators of the dataset), and you ("Participant"). Upon your registration by submitting your data request form, or downloading, accessing, using the FakeCatcher produced dataset described on this website (the "Dataset"), you are accepting and agreeing to be bound by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to the terms and conditions of this Agreement.

1. Subject to Participant's compliance with this Agreement, FakeCatcher hereby grants to Participant a non-exclusive, non-transferable, limited license to (a) use the Dataset solely for Participant's internal academic use; and (b) to store, access, reproduce and display the Dataset and permitted Derivatives solely for Participant's Academic Use. In addition, Participant may display an extract of the Dataset or on a public website in a non-extractable an non-downloadable manner. The term of the license set forth in this Section 1 shall commence on the date that you submit the request form (or the date that you access the Dataset), whichever occurs first, and shall be in effect for five (5) years. Upon expiration of this Agreement, Participant will cease use of the Dataset.

2. Participant acknowledges and agrees that the Dataset is the property of FakeCatcher. Licensee will not, and will not permit any third party to: (a) distribute, sublicense, rent, sell, lease or loan the Dataset; (b) use the Dataset for commercial purposes, including without limitation, providing services to any third party; (c) alter obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Dataset.

3. All right, title and interest in and to the Dataset and all intellectual property rights therein are the sole and exclusive property of FakeCatcher and its suppliers, as applicable. All rights not expressly granted to Participant in this Agreement are reserved by FakeCatcher. Thus, FakeCatcher is allowed to use the Dataset for commercial AI models, demos, and presentations.

4. Participant agrees to cite the following paper in any publications referencing, in whole or in part, Database:

"FakeCatcher: Detection of Synthetic Portrait Videos using Biological Signals" by Umur Aybars Ciftci, Ilke Demir, Lijun Yin. CoRR, abs/1901.02212, 2019.

Participant agrees to employ the Dataset, unmodified, or to specifically recite in any publication that the Dataset was modified, and to describe the nature of modifications in conjunction with any reported result. The purpose of this condition is to ensure that all researchers employing the Dataset can review and compare results on the unmodified Dataset.

5. Participant will defend, indemnify and hold FakeCatcher harmless from and against any and all claims that may arise against FakeCatcher out of Participant's use of the Dataset, including a violation by Participant of the terms and conditions of this Agreement.

6. The dataset is provided "as is", without any warranty of any kind, whether express, implied or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement or non-misappropriation of intellectual property rights of a third party, custom, trade, quiet enjoyment, accuracy of information, content or results, or conditions arising under any other legal requirement. FakeCatcher does not warrant that the dataset will be accurate, current or complete, that the dataset will meet participants needs or expectations or that the operation of the dataset will be error free or uninterrupted. Further, spatial, spectral and temporal accuracy is not guaranteed.

7. In no event will FakeCatcher be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, including, without limitation, loss or damage to data, inaccuracy of data, loss of anticipated revenue or profits, work stoppage or impairment of other assets or loss of good will, whether or not foreseeable and whether or not a party has been advised of the possibility of the claims and notwithstanding any failure of the essential purpose of his license agreement or any limited remedy hereunder.

8. In no event will FakeCatcher's total liability arising out of or in connection with the dataset, this agreement or both, exceed one hundred dollars ($100). The foregoing limitations apply to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, indemnification, negligence, strict liability, misrepresentation and other torts and statutory claims.

9. FakeCatcher may terminate this Agreement upon five (5) days written notice to Participant. Upon such termination, Participant shall cease all use of the Dataset. Excluding Section 1, upon the termination or expiration of this Agreement all other provisions and definitions under this Agreement shall survive.

10. If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.

11. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between us and you. Neither FakeCatcher nor Participant will have the power to bind the other or incur obligations on the other's behalf without prior written consent.

12. No failure of either us or you to exercise any power or right given either hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of us or you at variance with the terms hereof shall constitute a waiver of right to demand exact compliance with the terms of this Agreement.

13. This Agreement constitutes the entire agreement between FakeCatcher and Participant in relation to the Dataset use and supersedes all previous or contemporaneous agreements between FakeCatcher and Participant relating to its subject matter.

I have read and agree to the terms presented in the Deep Fakes Dataset Academic Use License Agreement.

Requester's Name: _____

Requester's Email: _____

Requesters Affiliation: _____

Principal investigator's Name: _____

Principal investigator's Email: _____

Purpose of Request: _____

Requester's Signature: _____ Date: _____