

# **TERMS OF USE FOR TWITTER NAME EMBEDDINGS DATASET**

(updated June 05, 2019)

## **PART 1 - General Terms**

BY SIGNING THIS FORM, YOU, AS “LICENSEE”, AGREE TO THESE TERMS OF USE AND CONFIRM THAT YOU, AS LICENSEE, ARE EIGHTEEN (18) YEARS OR OLDER. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT SIGN THIS FORM.

These Terms of Use relate only to the Twitter Name Embeddings Dataset from Data Science Lab.

## **PART 2**

### **1. Definitions**

“Twitter Name Embeddings Dataset” means name embeddings trained from public Twitter dataset to be used for non-commercial, research purposes only.

“Data Science Lab” means the Data Science Lab of Stony Brook University led by Professor Steven Skiena.

### **2. Purpose**

Data Science Lab provides Licensee with a limited, nonexclusive, nontransferable right to access the Twitter Name Embeddings Dataset. Use of the Twitter Name Embeddings Dataset is solely for non-commercial, research purposes.

Data Science Lab in its sole discretion may grant access to the Twitter Name Embeddings Dataset. To help ensure that the Twitter Name Embeddings Dataset is being disclosed to legitimate research institutions and/or researchers, who will be using the Twitter Name Embeddings Dataset for research purposes, Licensee will be asked to fill in a dataset request form related to Licensee’s intended use. Data Science Lab, in its sole discretion, may deny initial access to the Twitter Name Embeddings

Dataset and may also terminate the right to use the Twitter Name Embeddings Dataset, after access has been granted, if Data Science Lab has concerns regarding the intended use of the Twitter Name Embeddings Dataset by Licensee.

Results are not guaranteed. If granted access, we expect that Licensee's use of the Twitter Name Embeddings Dataset is treated with the highest standard of care, including in line with best practice ethical, data security and data privacy standards.

### **3. IP Rights**

Data Science Lab owns all rights and title to all intellectual property of the portions of the Twitter Name Embeddings Dataset.

Data Science Lab grants Licensee a limited, revocable, nonexclusive, nontransferable license for testing, training and solely for non-commercial, non-production and research purposes to use the Twitter Name Embeddings Dataset; all provided that.

Licensee's right to access and use the Twitter Name Embeddings Dataset is nontransferable. Licensee may not share the Twitter Name Embeddings Dataset with any other party and is responsible for any unauthorized access or use of its copy of the Twitter Name Embeddings Dataset.

### **4. Term and Termination**

Data Science Lab may terminate these Terms of Use and Licensee's rights to use the Twitter Name Embeddings Dataset at any time. Upon termination of these Terms of Use: (i) all licenses and rights granted to Licensee under these Terms of Use will end; and (ii) Licensee shall return or delete the Twitter Name Embeddings Dataset, and upon written request from Data Science Lab, shall certify in writing to Data Science Lab that the Twitter Name Embeddings Dataset has been returned or deleted.

### **5. Charges**

The parties will be responsible for their own costs and expenses related to these Terms of Use.

### **6. No Warranties**

The Twitter Name Embeddings Dataset is provided on an "AS IS" basis, without warranties of any kind and have not been evaluated for operational reliability or

accuracy of data. Data Science Lab makes no representation on the availability of the Twitter Name Embeddings Dataset.

## **7. Limitation of Liability**

Data Science Lab is not liable for any claim arising from Licensee's use of the Twitter Name Embeddings Dataset. Licensee assumes all risks associated with the use of the Twitter Name Embeddings Dataset. The risks include, but are not limited to, the risks of errors; and unavailability or interruption of access to the Twitter Name Embeddings Dataset. Data Science Lab is not responsible for the accuracy, completeness, timeliness, reliability, content or availability of the Twitter Name Embeddings Dataset.

UNDER NO CIRCUMSTANCES ARE DATA SCIENCE LAB, ITS MEMBERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- 1) LOSS OF, MISUSE, OR DAMAGE TO, DATA;
- 2) SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
- 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

## **8. General**

- 1) If any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use remain in full force and effect.
- 2) Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to these Terms of Use more than one year after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- 3) Neither Licensee nor Data Science Lab are responsible for failure to fulfill any obligations due to causes beyond its control.
- 4) No right or cause of action for any third party is created by these Terms of Use, nor is Data Science Lab responsible for any third party claims against Licensee.
- 5) Licensee may not terminate these Terms of Use, in whole or in part, without Data Science Lab's prior written consent. Any attempt to do so is void.
- 6) Any terms of these Terms of Use that by their nature extend beyond termination of these Terms of Use remain in effect until fulfilled, and apply to both parties' respective successors and assignees.
- 7) Both parties agree that all information exchanged is non-confidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement. Accordingly, Data Science Lab will be free to use and disclose any information provided by Licensee to Data Science Lab for any purpose.

- 8) Each party represents and warrants that it has, or will have, in place appropriate agreements with its employees or others whose services the party may require to enable it to comply with all the provisions of these Terms of Use.

### **9. Modifications to the Twitter Name Embeddings Dataset and to Terms of Use**

Data Science Lab may make an update or modify the Twitter Name Embeddings Dataset at any time without notice. At Data Science Lab's request, Licensee shall delete from its possession a dated version of the Twitter Name Embeddings Dataset and replace it with a newer version, as instructed by Data Science Lab. The Twitter Name Embeddings Dataset may never be made generally available. Data Science Lab may modify or discontinue any of the terms and conditions under which the Twitter Name Embeddings Dataset is offered, at any time without notice.

### **10. Governing Law and Entire Agreement**

These Terms of Use are governed by the laws of the State of New York and are the complete agreement regarding your use of and access to the Twitter Name Embeddings Dataset.

Dataset Request ID:

Full Name (Print):

Signature (Professor or equivalent):

Date: