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CreativeML Open RAIL-M
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Section I: PREAMBLE

Multimodal generative models are being widely adopted and used, and have the potential to transform the way artists, among other individuals, conceive and benefit from AI or ML technologies as a tool for content creation.

Notwithstanding the current and potential benefits that these artifacts can bring to society at large, there are also concerns about potential misuses of them, either due to their technical limitations or ethical considerations.

In short, this license strives for both the open and responsible downstream use of the accompanying model. When it comes to the open character, we took inspiration from open source permissive licenses regarding the grant of IP rights. Referring to the downstream responsible use, we added use-based restrictions not permitting the use of the Model in very specific scenarios, in order for the licensor to be able to enforce the license in case potential misuses of the Model may occur. At the same time, we strive to promote open and responsible research on generative models for art and content generation.

Even though downstream derivative versions of the model could be released under different licensing terms, the latter will always have to include - at minimum - the same use-based restrictions as the ones in the original license (this license). We believe in the intersection between open and responsible AI development; thus, this License aims to strike a balance between both in order to enable responsible open-science in the field of AI.

This License governs the use of the model (and its derivatives) and is informed by the model card associated with the model.

NOW THEREFORE, You and Licensor agree as follows:

1. Definitions

- "License" means the terms and conditions for use, reproduction, and Distribution as defined in this document.
- "Data" means a collection of information and/or content extracted from the dataset used with the Model, including to train, pretrain, or otherwise evaluate the Model. The Data is not licensed under this License.
- "Output" means the results of operating a Model as embodied in informational content resulting therefrom.
- "Model" means any accompanying machine-learning based assemblies (including checkpoints), consisting of learnt weights, parameters (including optimizer states), corresponding to the model architecture as

embodied in the Complementary Material, that have been trained or tuned, in whole or in part on the Data, using the Complementary Material.

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the Model or a Derivative of the Model to comply with the terms of this paragraph (paragraph 5).

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Section IV: OTHER PROVISIONS

7. Updates and Runtime Restrictions. To the maximum extent permitted by law, Licensor reserves the right to restrict (remotely or otherwise) usage of the Model in violation of this License, update the Model through electronic means, or modify the Output of the Model based on updates. You shall undertake reasonable efforts to use the latest version of the Model.

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12. If any provision of this License is held to be invalid, illegal or unenforceable, the remaining provisions shall be unaffected thereby and remain valid as if such provision had not been set forth herein.

END OF TERMS AND CONDITIONS

Attachment A

Use Restrictions

You agree not to use the Model or Derivatives of the Model:

- In any way that violates any applicable national, federal, state, local or international law or regulation;
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- To generate or disseminate personal identifiable information that can be used to harm an individual;
- To defame, disparage or otherwise harass others;
- For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- To provide medical advice and medical results interpretation;
- To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).