Hyper-Skin Dataset
EULA (End User License Agreement)

This End User License Agreement ("Agreement") is entered into by and between the Hyper-Skin Dataset team ("Provider") and the recipient ("User") of the Hyper-Skin dataset ("Dataset"). The data was recorded by Multimedia Lab of the University of Toronto. By accessing, downloading, or using the Dataset, User agrees to be bound by the terms and conditions of this Agreement.

1. **Grant of License**
Provider grants User a non-exclusive, non-transferable license to use the Dataset for research, educational, and non-commercial purposes. User may access, analyze, and manipulate the data in accordance with the terms of this Agreement.

2. **Ownership**
User acknowledges and agrees that the Dataset and all intellectual property rights therein are and shall remain the exclusive property of Provider. This Agreement does not grant User any ownership rights to the Dataset.

3. **Data storage**
The data must only be stored on the computers of the signees of this document. If stored on a local network, the data must be subject to user-level access control and encryption.

4. **Commercial use**
User shall not use the Dataset for any commercial purposes or in any commercial products without prior written consent from Provider. Commercial purposes include, but are not limited to:
    - proving the efficiency of commercial systems
    - testing commercial systems
    - using screenshots of subjects from the database in advertisements
    - selling data from the database

5. **Distribution**
User shall not distribute, share, sublicense, or transfer the Dataset, in whole or in part, to any third party without prior written consent from Provider. No portion (screenshots/images etc.) may be distributed in any publications or presentation, with the exception of presentations and documents shared between signees of this EULA. **Only data from participants who gave consent to have their images used in publications and presentations may be used for this purpose**.

6. Citation and Attribution

User agrees to properly cite and attribute the Dataset in any resulting publications, presentations, or derivative works based on the Dataset. User shall include the appropriate citation as provided by Provider. The user may use screenshots of subjects in publications only if that particular subject has explicitly granted permission to use his or her recordings in publications. The database specifies whether a user has given this consent to use their imagery in publications or not.

7. Changes

The Hyper-Skin administrators reserve the right to change this EULA at any time; users will be informed about changes beforehand and given the choice to opt out of the new EULA. Opting out will render the previous EULA void.

8. Warranty

The Dataset is provided "as is" without any warranty, express or implied. Provider makes no representations or warranties regarding the accuracy, completeness, or reliability of the Dataset. User uses the Dataset at their own risk. The Multimedia Lab at the University of Toronto cannot be held accountable for any damage (physical, financial or otherwise) caused by the use of the database. No legal claims of any kind can be derived from accepting and using the Dataset. The Multimedia Lab at the University of Toronto will try to prevent any damage by keeping the database virus free.

9. Government Law

This Agreement shall be governed by the law of the Canada applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Canada therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

10. Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of Hyper-Skin dataset and destroy all copies of Hyper-Skin dataset supplied under this Agreement.

By accessing, downloading, or using the Hyper-Skin Dataset, User acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.