EmoStim Dataset

EULA (End User License Agreement)

This End-User License Agreement ("EULA") is a legal agreement between the user and the Dataset administrators regarding the use of the EmoStim dataset (called "Dataset" for short) associated with the research publication titled "EmoStim: A Database of Emotional Film Clips with Discrete and Componential Assessment". By downloading, accessing, or using the Dataset, you agree to be bound by the terms of this EULA. By signing this agreement, the user, who will make use of EmoStim dataset, agrees to the following terms.

1. Commercial use

The dataset is not a commercial product and is to be used strictly for academic research. The usage of the dataset in any commercial or profit gaining enterprise is violation of this End User License Agreement. Commercial usages include, but are not limited to:

- Training of classifiers, algorithms, known and unknown entities, currently existing and created in the future, for commercial systems and products,
- Usage of data, signals or results from the dataset for advertisements and marketing,
- Selling data and resources from the dataset,
- Development of applications for commercial, government and military usage,
- Usage of data for paid (sponsored) publications and texts.

2. Distribution

The users of the dataset may not redistribute the data partially or as a whole. Exception is the exclusive usage in academic research, academic publications and presentations. If used in publications, they must comply to the limitations in art. 4 of the current EULA.

3. Access

Users may access and use the dataset only after sending the signed EULA to the administrators of the dataset. The EULA must be printed and signed, then scanned and sent back via email. The scanned (preferably in .pdf) EULA must be sent via the institutional email.

4. Publications

Under publications the user must understand not only papers, but also conference presentations, educational purposes, interviews and articles. All documents reporting on research that uses the EmoStim dataset or derives from it, must acknowledge the dataset creators and cite the following papers:

[1]   Rukshani Somarathna, Patrik Vuilleumier, Gelareh Mohammadi, "EmoStim: A Database of Emotional Film Clips with Discrete and Componential Assessment," in IEEE Transactions on Affective Computing, vol. 15, no. 3, pp. 1202-1212, 2024, doi: 10.1109/TAFFC.2023.3328900.

[2]   G. Mohammadi and P. Vuilleumier, "A Multi-Componential Approach to Emotion Recognition and the Effect of Personality," in IEEE Transactions on Affective Computing, vol. 13, no. 3, pp. 1127-1139, 1, 2022, doi: 10.1109/TAFFC.2020.3028109.

5. Changes

The EmoStim dataset administrators reserve the rights to change this EULA at any time and the users will be informed about the changes and given the choice to opt out of the new EULA. Opting out will render the previous EULA void and thus the user will lose the rights to use the dataset.

6. No Warranty

The Dataset is provided "as is" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Dataset administrators or creators cannot be held accountable for any damage (physical, mental, financial or otherwise) caused by the use of the database. The Licensor makes no warranties or representations as to the accuracy, completeness, or reliability of the Dataset. The Licensee assumes all risks in using the Dataset.

7. Limitation of Liability

In no event shall the Licensor or its affiliated institutions, employees, or contributors be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of the Licensee's use or inability to use the Dataset, even if advised of the possibility of such damages.

8. Termination

The Licensor may terminate this EULA at any time if the Licensee breaches any of the terms herein or such termination is required by the authorities or the law. Upon termination, the Licensee must immediately stop using the Dataset and destroy all copies of the Dataset in their possession.

9. Acknowledgement

By using the Dataset, the Licensee acknowledges that they have read, understood, and agreed to all terms and conditions of this EULA.

User full name:

User's Position and Affiliation/Organization:

User's Address:

User's e-mail:

Signature: **Date:**