

# Open Catalyst Project – Terms of Use

Welcome to the Open Catalyst Project! The Open Catalyst Project is a collaborative research effort between Facebook AI Research (FAIR) and Carnegie Mellon University's (CMU) Department of Chemical Engineering. The aim is to use AI to model and discover new catalysts for use in renewable energy storage to help in addressing climate change. To enable the broader research community to participate in this important project, we release the Open Catalyst Dataset for training ML models (the "**Dataset**").

These Terms of Use ("**Terms**") govern the use of the Open Catalyst Project website ("**Website**") and constitute an agreement between you and Facebook, Inc. and Facebook Companies ("**Facebook**," "**us**," "**our**"), so it is important that you review them carefully.

These Terms also include our Community Guidelines, which set out the permitted uses and prohibited uses of our Website. When using our Website, you must comply with these Community Standards.

Please also review our [Privacy Policy](#) which tells you how we use information collected.

If you do not agree to these Terms, do not access or use the Website.

## Your Commitments

We administer the Website and the Dataset, and in exchange for accessing the Website and the Dataset, we ask to confirm that:

- you are at least eighteen (18) years old (or over the age of majority in your jurisdiction of residence); and
- if you are agreeing to be bound by these Terms and the Dataset license on behalf of your employer or other entity, you represent and warrant to Facebook that you have full legal authority to bind your employer or such entity to these Terms and the Dataset licence.

## The permissions you give us

You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on the Website ("**Contributions**"). Nothing in these Terms takes away the rights you have to your own content. Without limiting any of the above, we have the right (though not the obligation) to, in our sole discretion:

- i. refuse or remove any Contribution that, in our reasonable opinion, violates any our Community Guidelines or policies or is in any way harmful or objectionable; or
- ii. terminate or deny access to and use of the Website to any individual or entity for any reason, in our sole discretion.

Please note that the above license only applies to Contributions on the Website. This license **does not** cover any development, improvement or modification to the Website itself.

## Prohibited Conduct

You may not access or use, or attempt to access or use, the Website nor the Dataset to take any action that could harm us or any third party, interfere with the operation of the Website, or use the Website or the Dataset in a manner that violates any applicable laws or regulations.

For example, and without limitation, you may not:

- do or share anything that breaches these Terms or other applicable terms;
- upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of the Website, the Dataset or generally our services or products;
- access or collect data from the Website or the Dataset using automated means (without our prior permission) or attempt to access data you do not have permission to access;
- submit content that infringes on the copyright, trademark, patent, or other intellectual property rights of any third party, are false, misleading, libelous, defamatory, obscene, abusive, hateful, or sexually-explicit, violate a third party's right to privacy or publicity, or degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification; and
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Website or the Dataset, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

We can remove or restrict access to content that is in violation of these provisions. We may also report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

You acknowledge that much of the information and content available on the Website have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values. Although we reserve the right to review or remove all content that appears on the Website, we do not necessarily review all of it. If we remove content that you have shared in violation of our Community Guidelines, we will let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability, harm our community of users, compromise or interfere with the integrity or operation of our Website, where we are restricted due to technical limitations, or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report to us content or conduct that you believe violates your rights (including intellectual property rights) or our Terms and policies.

### **Dataset License**

All aspects of the Dataset are solely owned by or licensed to, Facebook. The Open Catalyst 2020 (OC20) dataset is licensed under a Creative Commons Attribution 4.0 License. Except as otherwise stated in the Dataset licence, you do not acquire any rights over such Dataset.

### **Links To Third-Party Content**

The Website may contain links to third-party content. For example, our user communities may be hosted by third party platforms over which we have no control and for which we have no responsibility. Therefore please review each of these platforms or websites' terms of use and privacy policies before participating.

Please also note that our Website does not allow users to upload or post any comment, code, review or opinion. If you do notice any intellectual property rights' infringements, illegal or abusive behavior on any third party website that does allow user generated content, please report any such infringement(s) and/or behavior directly to the relevant website in accordance with its terms of use.

We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for any content, terms of use, policies on or use of any third party website.

### **Rules about linking to our Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

### **Copyright**

The Website is protected under copyright law in the United States. All copyrights in the Website are owned by us or our third-party licensors. You may not publish, reproduce, distribute, display, perform, edit, adapt, modify, or otherwise exploit any part of the Website without our written consent. We respect intellectual property rights. If you believe in good faith that your work has been reproduced or is accessible on the Website in a way that constitutes copyright infringement, please provide our designated agent with the following information in writing:

- identification of the copyrighted work or a representative list of copyrighted works claimed to have been infringed;
- identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- your name, address and a daytime telephone number, and an email address if available, so that we may contact you if necessary;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- a statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

You can reach our designated agent by contacting:

Facebook Designated Agent, Facebook, Inc.  
1601 Willow Road  
Menlo Park, CA 94025  
(650) 543-4800  
ip@fb.com

Upon receipt of a valid notice of claimed infringement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), we will expeditiously remove or disable access to the allegedly infringing content. We will terminate the privileges of users who repeatedly infringe copyright.

### **Limitation of Liabilities**

The Website and the Dataset are provided “as is” without warranties of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, or other violation of rights. We do not warrant the adequacy, currency, accuracy, likely results, or completeness of the Website, the Dataset or any third-party sites linked to or from the Website, or that the functions provided will be uninterrupted, virus, or error-free. We expressly disclaim any liability for any errors or omissions in the content included on the Website, the Dataset or any third party sites linked to or from the Website. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

### **Disputes**

You agree that your access to and use of the Website will be governed by and will be construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County.

### **Other important terms**

These Terms make up the entire agreement between you and Facebook, Inc. regarding your use of this Website. They supersede any prior agreements.

Some parts of the Website may be governed by other terms provided by a third party. For instance, third party terms govern the use of any third party website used for a project repository. To the extent any other terms conflict with these Terms, such terms shall govern your use of the specific service, part of the project or third party website they apply to.

If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Website.

These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

We reserve all rights not expressly granted to you.

Date of Last Revision: **December 4, 2020**



# COMMUNITY GUIDELINES

Thank you for taking part in the Open Catalyst Project! We welcome your participation and contributions to the project which make the Open Catalyst Project a success.

In order to ensure that our community is safe and built on mutual respect and understanding, we have set out these Community Guidelines that we ask you to agree to and comply with when posting or otherwise contributing on the Website.

## Discussion Forum

We provide you on the Website with a discussion forum ("**Forum**").

This is a civilized place for public discussion. Please treat this Forum with the same respect you would a public park. We, too, are a shared community resource — a place to share skills, knowledge and interests through ongoing conversation.

These are not hard and fast rules, merely aids to the human judgment of our community. Use these guidelines to keep this a clean, well-lighted place for civilized public discourse.

Improve the Discussion - Help us make this a great place for discussion by always working to improve the discussion in some way, however small. If you are not sure your post adds to the conversation, think over what you want to say and try again later.

The topics discussed here matter to us, and we want you to act as if they matter to you, too. Be respectful of the topics and the people discussing them, even if you disagree with some of what is being said.

One way to improve the discussion is by discovering ones that are already happening. Please spend some time browsing the topics here before replying or starting your own, and you will have a better chance of meeting others who share your interests.

Be Agreeable, Even When You Disagree: You may wish to respond to something by disagreeing with it politely. That is fine. However, remember to *criticize ideas, not people*. Please avoid name-calling, ad hominem attacks, responding to a post's tone instead of its actual content and knee-jerk contradiction. Instead, provide reasoned counter-arguments that improve the conversation.

Your Participation Counts: The conversations we have here set the tone for everyone. Help us influence the future of this community by choosing to engage in discussions that make this forum an interesting place to be - and avoiding those that do not. Discourse provides tools that enable the community to collectively identify the best (and worst) Contributions: favorites, bookmarks, likes, flags, replies, edits, and so forth. Use these tools to improve your own experience, and everyone else's, too. Let's try to leave our park better than we found it.

If You See a Problem, Flag It: Moderators have special authority, they are responsible for this Forum. However, so are you. With your help, moderators can be community facilitators, not just janitors or police. When you see bad behavior, do not reply. It encourages the bad behavior by acknowledging it, consumes your energy, and wastes everyone's time. *Just flag it*. If enough flags accrue, action will be taken, either automatically or by moderator intervention.

In order to maintain our community, moderators reserve the right to remove any content and any user account for any reason at any time. Moderators do not preview new posts in any way, the moderators and site operators take no responsibility for any content posted by the community.

Always Be Civil: Nothing sabotages a healthy conversation like rudeness:

- Be civil. Do not post anything that a reasonable person would consider offensive, abusive, or hate speech.
- Keep it clean. Do not post anything obscene or sexually explicit.
- Respect each other. Do not harass or grief anyone, impersonate people, or expose their private information.
- Respect our Forum. Do not post spam or otherwise vandalize the forum.

These are not concrete terms with precise definitions — avoid even the *appearance* of any of these things. If you're unsure, ask yourself how you would feel if your post was featured on the front page of the New York Times.

This is a public forum, and search engines index these discussions. Keep the language, links, and images safe for family and friends.

Keep It Tidy: Make the effort to put things in the right place, so that we can spend more time discussing and less cleaning up. So:

- Do not start a topic in the wrong category.
- Do not cross-post the same thing in multiple topics.
- Do not post no-content replies.
- Do not divert a topic by changing it midstream.
- Do not sign your posts — every post has your profile information attached to it.

Rather than posting "+1" or "Agreed", use the Like button. Rather than taking an existing topic in a radically different direction, use Reply as a Linked Topic.

Post Only Your Own Stuff: You may not post anything digital that belongs to someone else without permission. You may not post descriptions of, links to, or methods for stealing someone's intellectual property (software, video, audio, images), or for breaking any other law.

### **Now the nitty gritty...**

Beyond the general guidelines above, we need to also tell you about the details of what is allowed or not in Contributions posted in the Forum or other parts of the Website ("**Contribution Standards**") so we here we go!

We do our best to but are under no obligation to oversee, monitor or moderate the Forum - and we expressly exclude our liability for any loss or damage arising from the use of such Forum by a user in contravention of our Contribution Standards - whether the service is moderated or not.

These Contribution Standards apply to any and all material which you contribute to the Forum or anywhere else on the Website, and to any interactive services associated with it.

These Contribution Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in its discretion, whether a Contribution breaches the Contribution Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be your own content
- Comply with applicable laws including the laws of in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.
- Contain Contributions that you have been paid to submit.

### **Breach of Community Guidelines**

The consequences for violating our Community Guidelines vary depending on the severity of the violation and the person's history on the Website. For instance, we may warn someone for a first violation, but if they continue to violate our policies, we may restrict their ability to use the Forum or disable their account. We may also notify law enforcement when we believe that there is a genuine risk of physical harm or a direct threat to public safety.

We may also issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach and further legal action against you. We exclude our liability for all action we may take in response to breaches of these Community Guidelines.



The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### **Powered by You**

This Website is operated by your friendly local staff and you, the community. If you have any further questions about how things should work here, open a new topic in the Website feedback category and let's discuss! If there's a critical or urgent issue that can't be handled by a meta topic or flag, contact us via [opencatalyst@fb.com](mailto:opencatalyst@fb.com).

# REPORTING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

## How do I report copyright or trademark infringement on the Website?

If you believe content on the Website is infringing on your copyright or trademark, you can take one or more of the following actions:

- You can contact our designated agent. If you contact our designated agent, please be sure to include a complete copyright or trademark claim in your report.
- You may be able to resolve the issue without contacting us, by sending a message to the person who posted the content.

Please note that:

- only the copyright or trademark owner or their authorized representative may file a report of copyright infringement. If you believe something on the Website infringes someone else's copyright or trademark, you may want to let the rights owner know.
- We regularly provide the rights owner's name, your email and the details of your report to the person who posted the content you are reporting. In the case that you are an authorized representative submitting a report, we provide the name of the organization or client that owns the right in question. For this reason, you may wish to provide a valid generic business or professional email.
- We can't adjudicate disputes between third parties, and so we wouldn't be in a position to act on trademark reports that require an in-depth trademark analysis or a real-world dispute outside of the Website. In these situations, rather than contacting us, you may want to reach out directly to the party that you believe is infringing your rights, or seek any resolution in court or by other judicial means.

## What should I consider before submitting a report of intellectual property infringement?

Before you submit a report, please consider whether the content you want to report may be a permissible use of your copyright or trademark. If you're not sure whether the content you're reporting infringes your intellectual property rights (ex: because it may be a fair use), you may want to seek legal guidance.

Please note that submitting a report of intellectual property infringement is a serious matter with potential legal consequences. Intentionally submitting misleading or otherwise fraudulent reports of copyright or trademark infringement may lead to us taking action, including termination of your account.

For copyright, it's important to note that intentionally submitting a misleading or fraudulent report may also lead to liability for damages under section 512(f) of the United States Digital Millennium Copyright Act (DMCA) or similar laws in other countries.

## How do I contact your Digital Millennium Copyright Act (DMCA) designated agent?

If you believe that anything on the Website infringes your intellectual property rights, please report it by filing a notice with our designated agent:

If you wish to reach our designated agent, you can contact:

Facebook, Inc.  
Attn: Facebook Designated Agent  
1601 Willow Road  
Menlo Park, California 94025  
650.543.4800 (phone)  
[ip@fb.com](mailto:ip@fb.com)

### **What information do I need to include in a copyright report?**

You need to provide the following information to file a report:

- Your complete contact information (full name, mailing address and phone number\*)
- A description of the copyrighted work that you claim has been infringed
- A description of the content on our Website that you claim infringes your copyright
- Information reasonably sufficient to permit us to locate the material on our Website. The easiest way to do this is by providing web addresses (URLs) leading directly to the allegedly infringing content.
- A declaration that:
  1. You have a good faith belief that use of the copyrighted content described above, in the manner you have complained of, is not authorized by the copyright owner, its agent, or the law.
  2. The information in your notice is accurate.
  3. Under penalty of perjury, you are the owner or authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
- Your electronic signature or physical signature

\*Please note that we regularly provide your name, contact information and the contents of your report to the person who posted the content you are reporting. If you are an authorized representative submitting a report, we provide the name of the organization or client that owns the right in question. For this reason, you may wish to provide a professional or business email address.

### **What information do I need to include in a trademark report?**

When you submit your report to us, we need the following information to be able to process your report:

- Your complete contact information (full name, mailing address and phone number)
- The specific word, symbol, etc. in which you claim trademark rights
- The basis for your claim of trademark rights (such as a national or community registration), including registration number, if applicable
- The country or jurisdiction in which you claim trademark rights
- The category of goods and/or services for which you assert rights
- Information reasonably sufficient to permit us to locate the material on Facebook that you believe violates your trademark rights. The easiest way to do this is by providing web addresses (URLs) leading directly to the allegedly infringing content. Learn how to find a URL.

- A description of how you believe this content infringes your trademark
- If you aren't the rights owner, an explanation of your relationship to the rights owner
- A declaration that:
  1. You have a good faith belief that use of the trademark described above, in the manner you have complained of, is not authorized by the trademark owner, its agent, or the law
  2. The information in your notice is accurate
  3. Under penalty of perjury, you are the owner or authorized to act on behalf of the owner of a trademark that is allegedly infringed
- Your electronic signature or physical signature

Please note that we regularly provide the rights owner's name, your email address and the details of your report to the person who posted the content you are reporting. This person may contact you with the information you provide. For this reason, you may want to provide a valid generic business or professional email address.