

Terms of Use

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Tongji University Yang Group

Materials PDF Database (pdfdata.org)

Terms of Use

Effective Date: January 1, 2026

The Materials PDF Database is a research project of the Tongji University Yang Group.

These Terms of Use (the "Terms") apply to all access to and use of the Materials PDF Database website (<https://pdfdata.org>) and its related websites, applications, and digital platforms (collectively, the "Service"). The Service is operated and managed by the Tongji University Yang Group in Shanghai, People's Republic of China ("Tongji University Yang Group," "we," "us," or "our"). These Terms constitute a legally binding agreement between you and the Tongji University Yang Group. Please read them carefully before accessing or using the Service.

If you do not agree to any part of these Terms, you may not access or use any part of the Service. By using the Service, you represent that you have read, understood, and agreed to be bound by these Terms, and that you will comply with them.

I. Eligibility to Use the Service

These Terms apply to any individual who accesses or uses any part of the Service (a "User" or "you").

By accessing or using the Service, you represent and warrant that:

you are at least 18 years old, have full civil capacity, and are legally able to enter into a binding contract under applicable law;

your use of the Service does not violate any applicable laws, regulations, or policies in your jurisdiction.

Please note that the Service may not be compatible with all devices. Each user is solely responsible for obtaining the equipment and internet access required to use the Service and for bearing any related costs.

II. Privacy and Protection of Personal Information

By accessing or using the Service, you agree that we may collect, use, and process your personal information in accordance with the applicable [Privacy Policy](#) for the Service. The [Privacy Policy](#) forms part of these Terms and is incorporated by reference with the same force and effect as these Terms.

III. User Accounts, Passwords, and Confidentiality

At present, certain functions of the Service may require authenticated login. Authentication methods may include:

single sign-on through a third-party account (such as GitHub or Google, collectively, "Third-Party Accounts"); or

an account created by registering directly through the Service.

You may provide the Tongji University Yang Group with login information for a Third-Party Account through the Service, or authorize us to access your Third-Party Account to the extent permitted under the third party's terms. Your rights and obligations vis-a-vis that third party are governed solely by your agreement with that third party.

When creating your account, we may generate a profile page for your use of the Service based on information you provide directly or information obtained through a Third-Party Account. To use the Service, you agree to:

provide true, accurate, current, and complete account information ("Account Information") as prompted by the Service;

maintain and promptly update your Account Information so that it remains true, accurate, current, and complete.

If any information you provide is untrue, inaccurate, outdated, or incomplete, or if the Tongji University Yang Group has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, we may suspend or terminate your account and refuse any current or future use of all or part of the Service. We may take the same measures if information provided during registration or subsequent use is found to be false, fraudulent, inaccurate, incomplete, or otherwise in violation of these Terms.

You are solely responsible for safeguarding the username and password used to access the Service and for all activities that occur under your account. If you become aware of any unauthorized use of your account or any other security breach, you agree to notify the platform administrator immediately at long_yang@tongji.edu.cn. Tongji University and the Tongji University Yang Group are not liable for any loss caused by another person's use of your account or password, whether or not authorized by you; however, you may be liable for losses suffered by Tongji University or others due to such use. You may not use another person's account at any time without the account holder's permission. You are encouraged to log out after each use of the Service.

IV. Consent to Electronic Communications

The Tongji University Yang Group and our partners, business collaborators, or service providers may send you announcements, administrative messages, or notices relating to the Service by email, in-service notifications, or other means. You consent to receive such communications and agree that they are deemed delivered and legally effective when sent. You further agree that any notice we send by email satisfies any requirement for "written notice." If you do not agree to receive such electronic communications, do not agree to these Terms or use the Service.

V. License to Use the Service

Subject to your compliance with these Terms, the Tongji University Yang Group grants you a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to access and use the Service solely for personal, academic, and non-commercial research purposes.

Except as expressly provided in these Terms, you may not do any of the following with any content made available through the Service:

use, copy, adapt, or modify it;

create derivative works based on it;

distribute, license, sell, or transfer it;

publicly display, publicly perform, transmit, broadcast, or otherwise exploit it.

You must preserve the original attributes and technical integrity of the data provided through the Service. Without explicit written permission, you may not modify, edit, adapt, or process the data in any form. The following activities are strictly prohibited, including but not limited to data mining, automated extraction, re-identification analysis, tampering with statistical characteristics, or any processing that destroys, bypasses, or alters provenance markers or architectural metadata.

Without prior written permission from the Tongji University Yang Group, you may not use any part of the Service for any commercial purpose, perform any meta-search on the Service, or send or cause to be sent any automated queries to the Service. You agree not to sell, resell, or otherwise exploit any part of the Service for any commercial purpose.

VI. Restrictions on Data Download and Use

1) Data files and metadata you download from the Service (including but not limited to .gr, .iq, .sq, .fq, .cif, and related fields) may be used only for personal, academic, and non-commercial research purposes and must be used and retained in their original form.

2) Unless you obtain explicit written permission from both the data rights holder and the Tongji University Yang Group, you may not take any action with downloaded data that could alter its original attributes or provenance information, including but not limited to modification, editing, deletion, renaming in a way that breaks provenance, repackaging, republication, sublicensing, sale, sharing, dissemination, or otherwise providing it externally as "new data."

3) You are solely responsible for the scientific validity and compliance of any analytical conclusions, charts, or publication results derived from downloaded data. The Service bears no responsibility for any research conclusions or third-party disputes arising from your use of downloaded data.

4) If you violate this Section, you shall bear all legal responsibility and compensate Tongji University and the Tongji University Yang Group for any resulting losses.

VII. User Content

The Service may permit you, subject to certain conditions, to post, upload, submit, or transmit content to the Service (collectively, "User Content"). User Content includes, without limitation:

scientific data files (such as .gr, .iq, .sq, .fq, etc.);

structure files (such as .cif, etc.);

experimental parameters and metadata;

patterns, curves, and analytical results;

other content relating to Materials PDF data or related research.

7.1 License to User Content

When you upload or otherwise provide any User Content through the Service, you grant Tongji University and the Tongji University Yang Group a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license (with the right to sublicense) to use such User Content for the following purposes:

to store, back up, parse, reprocess (including without limitation $I(Q) \rightarrow S(Q) \rightarrow F(Q) \rightarrow G(r)$ workflows), evaluate quality, compute similarity, visualize, index, and retrieve User Content for the purpose of providing, operating, and maintaining the Service;

to conduct academic, non-commercial research activities at Tongji University ("Research Purposes"), including without limitation algorithm development, model training and evaluation, benchmark dataset construction, and the use of anonymized or aggregated results in academic publications;

other uses permitted under our [Privacy Policy](#).

Any use of User Content by us, including for Research Purposes, will comply with applicable laws and regulations and the obligations and restrictions set out in the [Privacy Policy](#). The license granted under this Section survives termination of the Service or deletion of your account. These Terms do not restrict your independent rights to use or dispose of the User Content you upload.

7.2 Your Responsibilities and Warranties

You acknowledge and agree that you are independently responsible for all User Content you upload. You represent and warrant that:

you are the sole and exclusive owner of the User Content you upload, or you have obtained all necessary and sufficient authorizations, licenses, consents, and waivers to grant Tongji University and the Tongji University Yang Group the relevant rights in accordance with these Terms;

your User Content, your act of uploading it, and our use of your User Content under these Terms will not infringe or otherwise misappropriate any third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights; will not infringe any person's privacy, portrait, or other lawful rights and interests; and will not violate any applicable law or regulation.

You shall clearly and prominently label the source and ownership information of the uploaded data based on objective facts and ensure that such labeling is true, accurate, and complete. You understand and agree that the Service only provides a technical platform and information storage and display services, together with basic validation, and has no obligation to conduct prior review, verification, monitoring, or adjudication regarding ownership, chains of authorization, authenticity of source, or legality of User Content. Any legal consequences arising from ownership identification, attribution, inaccurate labeling, errors, or disputes shall be borne solely and exclusively by you. If the platform suffers any loss as a result, you shall provide full compensation and hold the platform harmless from any resulting damage.

To facilitate network transmission and compatibility across multiple terminals, the Tongji University Yang Group may carry out necessary technical processing and format conversion of User Content, including adjustments or modifications required by network environments, devices, or media, provided that its academic substance is not altered.

Please note that you are responsible for taking appropriate measures to protect your own achievements that may qualify for intellectual property protection. If you have not yet applied for a patent or other protection for such achievements, confidentiality may be an important means of protection. The Service cannot and does not guarantee that any intellectual property you share through the Service will not be viewed or used by other users, especially if you choose to provide data publicly or on a shared basis.

7.3 Prohibited User Content

You represent, warrant, and agree that you will not post or upload any User Content that is:

- a. content that infringes, violates, or otherwise misuses any copyright, trademark, or other intellectual property right of another person;
- b. content that discloses any trade secret, unless the trade secret belongs to you or you have explicit authorization from the rights holder to disclose it;
- c. content that infringes any other person's intellectual property right, privacy right, or image right;
- d. content that has or is intended for any military or defense use, or that may be used for the proliferation of nuclear, chemical, or biological weapons;
- e. content that is defamatory, insulting, threatening, harassing, hateful, or otherwise unlawful or tortious;
- f. content that you know, or reasonably should know, may create a misleading, false, or deceptive impression, including without limitation impersonating another person, fabricating an identity, or misrepresenting a relationship with any institution or individual;
- g. content that contains another person's privacy information or personally identifiable information without that person's explicit authorization;
- h. content that contains or links to viruses, trojans, worms, time bombs, or other malicious programs or code intended to damage, interfere with, surreptitiously intercept, or unlawfully obtain any system, data, or information, or to limit the functionality of any software, hardware, network, or telecommunications equipment;
- i. content that may reasonably be regarded as harmful, threatening, harassing, abusive, infringing, vulgar, obscene, invasive of another's privacy, hateful, discriminatory on racial, ethnic, religious, or other grounds, or otherwise harmful to minors in any way.

7.4 Correction of User Content and Withdrawal from Public Display

1. If you are the rights holder of User Content, or are lawfully authorized by the rights holder, you may apply through the functions provided by the Service or through the contact email stated in these Terms to correct your uploaded User Content or withdraw it from public display.

2. To prevent malicious deletion or correction, we may require you to provide necessary proof of ownership or authorization and will process the request within a reasonable period. We may defer or refuse requests for which ownership cannot be verified or that are subject to dispute.

3. You understand and agree that:

(a) the effect of correction or withdrawal is generally to stop public display and downloads within the Service;

(b) the Service cannot control or retrieve copies that have already been downloaded, cached, republished, or cited in research by third parties, and the Service is not responsible for any consequences arising therefrom;

(c) for the needs of cybersecurity, compliance auditing, backup and disaster recovery, research reproducibility, and dispute handling, we may retain the minimum necessary archival copies or operation logs within the scope permitted by law, but will no longer make them publicly available.

VIII. Prohibited Conduct

As a condition of using the Service, you must at all times comply with applicable laws and regulations and all provisions of these Terms. You undertake not to engage in, or assist any third party in engaging in, including but not limited to, the following conduct:

- a. using the Service for any unlawful purpose, or to promote or assist unlawful activities;
- b. uploading or posting content that violates the "User Content" provisions of these Terms;
- c. using the Service to send spam, advertising, or other unsolicited messages;
- d. using the Service in any manner that may damage, disable, overburden, or impair the Service or interfere with other users' normal use of the Service, or interfere with or damage any third-party website, system, or network;
- e. probing, scanning, or testing the vulnerability of any system or network, attempting to breach or circumvent any security or authentication measure, or attempting to obtain other users' personal information through "reverse lookup" or similar means (except where lawful and limited to obtaining your own information within the scope permitted by the Service);
- f. attempting to access other accounts, computer systems, or networks connected to the Service through hacking, password cracking, or other unlawful or unauthorized means;
- g. accessing the Service through automated systems, including without limitation robots, crawlers, offline readers, or scraping tools, without written permission;
- h. forging packet header information or any part thereof, or otherwise sending emails or messages through the Service with false, misleading, or forged source information;
- i. again damaging, disabling, overburdening, or impairing the Service or other users' use of the Service in any manner, or interfering with or damaging any third-party website or system;
- j. interfering with or disrupting, or attempting to interfere with or disrupt, any user's, host's, or network's access to the Service, including without limitation transmitting viruses, launching flooding attacks, mail bombing, or using scripts to create content in bulk, thereby causing or attempting to cause an excessive burden on the Service.

IX. Enforcement and Rights of Disposition

We are not obligated to pre-screen or monitor all User Content or user conduct, but we reserve the right to review content you upload or post through the Service and to remove, without prior notice, any content that we deem inappropriate, unlawful, or in violation of these Terms.

We may, at any time and for any reason, terminate or restrict your access to all or any part of the Service without prior notice. The Tongji University Yang Group may also, at any time and without prior notice, change, suspend, or permanently discontinue any aspect or feature of

the Service, including but not limited to content, access times, and required equipment conditions.

To the extent permitted by law, the Tongji University Yang Group may, when it deems necessary, disclose any information you provide through the Service to relevant administrative authorities, judicial bodies, or other competent institutions in order to comply with applicable laws, regulations, legal process, or governmental requests, or may edit, refuse to post, or delete information or materials in its discretion.

X. Intellectual Property

The Service is protected by the copyright laws, trademark laws, and other intellectual property laws and international treaties of the People's Republic of China and, where applicable, other countries and regions. Except as otherwise provided in these Terms, Tongji University and its licensors own all rights, title, and interest in and to the Service and the technology on which it relies, including all related intellectual property rights.

All Tongji University-related trademarks, service marks, logos, names, and other proprietary identifiers used in the Service are owned by Tongji University. All other trademarks, service marks, logos, and names appearing in the Service belong to their respective owners.

Your use of the Service does not grant you any rights in any third party's information, database rights, data, tools, software, network services, processes, methods, or any patents, copyrights, trademarks, service marks, trade secrets, other intellectual property rights, or other interests therein. Unless otherwise stated, all content contained in the Service or system is protected by laws including, without limitation, the Copyright Law of the People's Republic of China, the Anti-Unfair Competition Law of the People's Republic of China, and relevant international treaties. Any unauthorized use of the Service or its content may violate applicable law and may result in civil or criminal liability.

XI. Copyright and Copyright Complaints

Tongji University respects the lawful rights and interests of all copyright holders and has established and implemented corresponding policies. In appropriate circumstances, accounts that repeatedly commit serious infringement may be suspended or terminated.

If you believe that your work has been used on the Service in a manner that constitutes infringement, you may submit written notice to us that includes at least the following:

the signature of the copyright owner or its duly authorized representative (electronic or handwritten);

the name of the copyrighted work claimed to have been infringed, or other information sufficient to clearly identify the work; if multiple works are involved, a representative list may be provided;

the location on the Service of the material claimed to be infringing or the activity claimed to be infringing, including links or other specific information sufficient for us to locate it;

the complainant's contact information, including address, telephone number, and email address;

a statement that the complainant is not authorized for the complained-of use and that such use has not been permitted by the copyright owner, its agent, or the law;

a statement that the information submitted by the complainant is true and accurate and that the complainant is authorized to act on behalf of the copyright owner.

Please direct copyright-related complaints to:

Tongji University Yang Group

Address: Tongji University, 4800 Cao'an Highway, Jiading District, Shanghai, People's Republic of China

Email: long_yang@tongji.edu.cn

Any person who knowingly or with reason to know submits a false infringement notice may be liable for all resulting losses in accordance with law. Tongji University reserves the right to pursue liability under applicable law.

XII. Limitation of Liability

To the fullest extent permitted by applicable law, in no event, including without limitation negligence, shall Tongji University, the Tongji University Yang Group, or their directors, faculty and staff, students, agents, partners, suppliers, or service providers be liable for any direct, indirect, incidental, special, or consequential damages, losses, or expenses arising out of or related to the use of or inability to use the Service or its content, including without limitation loss of profits, loss of data, or business interruption, even if advised of the possibility of such damages. You expressly agree that, in no event, shall Tongji University, any licensor, supplier, contractor, subcontractor, or information provider, or their affiliates, officers, directors, employees, or agents, be liable to any user or third party on any theory of liability for information provided through the Service.

If all or part of the liability limitation provisions in these Terms are held unenforceable under applicable law, Tongji University and the Tongji University Yang Group shall bear limited liability to the maximum extent permitted by applicable law.

Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages. In such jurisdictions, some of the foregoing disclaimers and limitations may not apply, but only to the extent prohibited by law.

XIII. Disclaimer of Warranties

We make no warranties of any kind regarding the Service. The Service is provided on an "AS IS" basis, and use of the Service is at the user's own risk. You expressly agree that you and any institution or organization associated with you assume all risks arising from each use of the Service.

To the extent permitted by applicable law, we disclaim all express or implied warranties, including without limitation:

merchantability, fitness for a particular purpose, title, and non-infringement;

the security, accuracy, reliability, continuous availability, or error-free operation of the Service and its content;

that any defect or error in the Service will be corrected;

that any content or software made available through the Service will be free of viruses or other harmful components.

No agent or representative of Tongji University is authorized to make any warranty on behalf of Tongji University with respect to the Service or its content. Tongji University reserves the right to change or discontinue any part or feature of the Service at any time. Tongji University makes no warranties with respect to any third-party content, applications, programs, or data made available through the Service.

Some jurisdictions do not allow limitations on the duration of implied warranties. In such jurisdictions, some of the foregoing limitations may not apply, but only to the extent prohibited by law.

XIV. Indemnification

You agree to defend, indemnify, and hold harmless Tongji University, the Tongji University Yang Group, their affiliated schools and departments, and their respective directors, faculty and staff, students, and agents from and against any third-party claims, demands, or losses (including reasonable attorneys' fees) arising out of or related to:

- a. your use or misuse of the Service;
- b. your violation of these Terms;
- c. your violation, or alleged violation, of any applicable law, regulation, or rule (including without limitation national or local requirements);
- d. your infringement, or infringement by any third party using your account, of any intellectual property right or other lawful right or interest of another person.

To the extent permitted by applicable law, Tongji University has the right, when it deems necessary, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such case, you shall cooperate with Tongji University in asserting any available defenses.

XV. General Provisions

1. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to these Terms or your use of the Service shall be submitted to the competent people's court in Shanghai, where Tongji University is located.

2. Severability

If any provision of these Terms is held invalid or unenforceable under applicable law (including without limitation the foregoing disclaimers and limitations of liability), that invalid or unenforceable provision shall be deemed replaced by a valid provision that most closely reflects the original intent, and the remaining provisions of these Terms shall remain in full force and effect.

3. Entire Agreement

Unless otherwise expressly provided, these Terms constitute the entire agreement between you and the Tongji University Yang Group regarding the Service and supersede all prior or contemporaneous oral or written agreements, representations, or understandings relating to the Service.

4. Supplemental Terms

Certain services may be subject to additional terms. We will notify you of any applicable supplemental terms before you use such services. If any supplemental terms conflict with these Terms, the supplemental terms shall prevail.

5. Modifications to the Terms

We may update these Terms from time to time. Once updated, we will publish the new effective terms. If we make material changes that may substantially affect your use of the Service, we will use reasonable efforts to notify you before the changes take effect by posting a notice within the Service, sending you an email (if you have provided one), or by other reasonable means. The updated Terms take effect upon publication. Your continued use of the Service after the Terms are updated constitutes your acceptance of those modifications.

XVI. Contact Us

If you have any questions about the Service or these Terms, please contact us:

Tongji University Yang Group (<https://www.yanglonggroup.com>)

Address: Tongji University, 4800 Cao'an Highway, Jiading District, Shanghai, People's Republic of China

Email: long_yang@tongji.edu.cn

同济大学杨龙课题组

材料 PDF 数据库 (pdfdata.org)

使用条款

生效日期: 2026 年 1 月 1 日

材料 PDF 数据库 (Materials PDF Database) 系同济大学杨龙课题组 (Tongji University Yang Group) 的科研项目。

本《使用条款》(以下简称“本条款”)适用于所有对材料 PDF 数据库网站 (<https://pdfdata.org>) 及其相关网站、应用程序和数字平台(统称为“本服务”)的访问和使用。本服务由同济大学杨龙课题组在中华人民共和国上海市运营和管理(以下简称“同济大学杨龙课题组”“我们”)。本条款构成您与同济大学杨龙课题组之间具有法律约束力的协议。请在访问或使用本服务前仔细阅读本条款。

如您不同意本条款的任何内容,则不得访问或使用本服务的任何部分。您使用本服务即表明您已阅读、理解并同意受本条款约束,并承诺遵守本条款。

一、服务使用资格

本条款适用于任何访问或使用本服务任何部分的个人(以下简称“用户”或“您”)。

您访问或使用本服务,即表示并保证:

您已年满 18 周岁,具备完全民事行为能力,可以根据适用法律订立具有法律约束力的合同;

您使用本服务的行为不违反您所在地适用的法律、法规及相关政策。

请注意:本服务可能并不兼容所有设备。每一位用户应自行负责获得访问互联网及使用本服务所需的设备和网络环境,并承担由此产生的任何费用。

二、隐私与个人信息保护

您访问或使用本服务,即表示您同意我们按照本服务适用的《隐私政策》收集、使用和处理您的个人信息。《隐私政策》视为本条款的一部分,并通过引用并入本条款,与本条款具有同等效力。

三、用户账户、密码与保密义务

目前,本服务的部分功能可能需要通过认证登录方可使用。认证登录方式可能包括:

通过第三方单点登录(如 GitHub、Google 等,以下统称“第三方账户”);或

通过本服务直接注册创建的账户。

您可以通过本服务向同济大学杨龙课题组提供第三方账户的登录信息,或在第三方服务条款允许的范围内授权我们访问您的第三方账户。您与相关第三方之间的权利义务关系仅受您与该第三方签署的协议约束。

在为您创建账户时，我们可能会基于您自行提供的信息或通过第三方账户获取的信息为您生成服务使用档案页面（**Profile**）。为使用本服务，您同意：

按照本服务页面提示，提供真实、准确、最新且完整的账户信息（“账户信息”）；

持续、及时更新账户信息，确保其真实、准确、最新且完整。

如您提供的任何信息不真实、不准确、非最新或不完整，或同济大学杨龙课题组有合理理由怀疑该等信息不真实、不准确、过时或不完整，我们有权暂停或终止您的账户，并拒绝您继续使用本服务的全部或部分功能。如注册或后续使用过程中您提供的信息被证明为虚假、欺诈、不准确、不完整或违反本条款，我们亦有权采取上述措施。

您应当自行负责妥善保管用于访问本服务的账户名和密码，并对在您的账户项下发生的所有活动承担全部责任。若您发现任何未经授权的账户使用行为或其他安全漏洞，您同意立即通过 [在此填写联系邮箱] 通知平台管理员。同济大学及同济大学杨龙课题组对因他人使用您的账户或密码（无论是否获得您的授权）给您造成的任何损失不承担责任；但如因您的账户或密码被他人使用给同济大学或他方造成损失的，您可能承担赔偿责任。未经账户持有人许可，您不得在任何时间使用他人账户。每次使用完本服务后，建议您主动退出登录。

四、电子通信同意

同济大学杨龙课题组及我们的合作方、业务伙伴或服务提供方，可能会通过电子邮件、站内通知或其他方式向您发送与本服务有关的公告、管理信息或通知。您同意接收上述通信，并同意该等通信在发送时即视为已经送达且具有法律效力。您同意，我们通过电子邮件向您发送的任何通知均视为满足“书面通知”的要求。如您不同意接收此类电子通信，请勿同意本条款或使用本服务。

五、服务使用许可

在您遵守本条款的前提下，同济大学杨龙课题组授予您一项有限的、非排他性的、可撤销的、不可转让、不可再许可的使用许可，允许您仅为个人、学术及非商业研究目的访问和使用本服务。

除本条款另有明确约定外，您不得对通过本服务提供的任何内容进行以下行为：

使用、复制、改编、修改；

基于该内容创作衍生作品；

发行、许可、出售、转让；

公开展示、公开演出、传播、广播等；

您应当维护本服务所提供数据的原始属性与技术完整性。未经明确书面许可，您不得以任何形式对数据进行修改、编辑、改编或加工。严禁实施包括但不限于以下操作：数据挖掘、自动化提取、重识别分析、统计特性篡改，或任何导致数据溯源标识与架构元数据被破坏、绕过或变更的处理行为。

未经同济大学杨龙课题组事先书面许可，您不得以任何商业方式使用本服务的任何部分，不得对本服务进行“元搜索”（meta-search），不得向本服务发送或促使发送任何自动化查询请求。您同意不对本服务的任何部分进行销售、转售或以其他方式用于任何商业目的。

六、数据下载与使用限制

- 1) 您从本服务下载获得的数据文件及其元数据（包括但不限于 .gr、.iq、.sq、.fq、.cif 及其配套字段）仅可用于个人、学术与非商业研究目的，并保持原样使用与保存。
- 2) 除非获得数据权利人及同济大学杨龙课题组的明确书面许可，您不得对下载数据实施任何可能改变其原始属性或溯源信息的行为，包括但不限于：修改、编辑、删改、重命名导致溯源断裂、重新封装、二次发布、转授权、出售、共享传播，或以任何方式将其作为“新数据”对外提供。
- 3) 您基于下载数据所形成的分析结论、图表或论文结果，应由您自行负责其科学性与合规性；本服务不对因您使用下载数据产生的任何研究结论或第三方争议承担责任。
- 4) 如您违反本条约定，您应自行承担全部法律责任并赔偿因此给同济大学及同济大学杨龙课题组造成的损失。

七、用户内容

本服务可能允许您在一定条件下发布、上传、提交或传输内容至本服务（统称为“用户内容”）。用户内容包括但不限于：

科学数据文件（如 .gr、.iq、.sq、.fq 等）；

结构文件（如 .cif 等）；

实验参数与元数据；

图谱、曲线、分析结果；

其他与材料 PDF 数据或相关研究有关的内容。

7.1 用户内容的权利许可

当您通过本服务上传或以其他方式提供任何用户内容，即表示您授予同济大学及同济大学杨龙课题组一项在全球范围内、不可撤销、永久、非排他、可转让且免版税的许可（并有权再许可），以便在以下范围内使用该等用户内容：

为提供、运营及维护本服务之目的，对用户内容进行存储、备份、解析、再处理（包括但不限于 $I(Q) \rightarrow S(Q) \rightarrow F(Q) \rightarrow G(r)$ 的再处理流程）、质量评估、相似度计算、可视化展示、索引与检索；

在同济大学开展学术性、非商业性研究活动（“科研目的”），包括但不限于算法开发、模型训练与评估、基准数据集构建、论文发表中使用经过匿名化或汇总处理后的结果；

其他在我们的 [《隐私政策》](#) 中允许的用途。

我们对用户内容的任何使用（包括科研用途）均将遵守适用的法律法规及《隐私政策》中约定的义务和限制。本条所授予的许可在本服务终止或您的账户被注销后仍持续有效。本条款不限制您对所上传用户内容进行独立使用和处分的权利。

7.2 用户责任与保证

您确认并同意，对您上传的全部用户内容由您独立负责。您声明并保证：

您是所上传用户内容的唯一且排他的权利人，或您已取得必要且充分的授权、许可、同意和弃权声明，足以使您有权按照本条款约定向同济大学及同济大学杨龙课题组授予相关权利；

您的用户内容、上传用户内容的行为以及我们依本条款使用您的用户内容的行为，均不会侵犯或不当使用任何第三方的专利权、著作权、商标权、商业秘密、著作人身权或其他知识产权，不会侵犯任何人的隐私权、肖像权或其他合法权益，也不会违反任何适用的法律法规。

您应基于客观事实清晰、显著地标注了所上传数据的来源及权属信息，并确保该等标注应真实、准确且完整。您理解并同意：本服务仅提供技术平台与信息存储、展示服务，以及基本的验证，不承担对用户内容的权属、授权链条、来源真实性或合法性的事前审查、核验、监控或裁定义务。一切因权属识别、归属判定或标注失实、错误及争议而引发的法律后果，均由您独立且排他地承担；如因此给平台造成损失，您应承担全部赔偿责任，并确保平台免受由此产生的任何损害。

为实现网络传输和多终端兼容的目的，同济大学杨龙课题组有权对用户 ([用户内容]) 进行必要的技术性处理和格式转换，包括为适应网络环境、设备或媒介的要求对 ([用户内容]) 进行调整或修改等，但不改变其学术实质。

请您注意：您有责任自行确保对自身可受知识产权保护的成果采取适当保护措施。如果您尚未就相关成果申请专利或其他保护，保密可能是重要的保护方式。本服务不能也不保证您在服务中分享的任何知识产权不会被其他用户查看或使用，尤其在您选择以公开或共享方式提供数据时。

7.3 禁止上传的用户内容

您声明并保证并同意不发布或上传以下任何用户内容：

- a. 侵犯、违反或以其他方式不当使用他人任何著作权、商标权或其他知识产权的内容；
- b. 泄露任何商业秘密，除非该商业秘密属于您本人，或您已取得权利人的明确授权可以披露；
- c. 侵犯他人的任何知识产权、隐私权或形象权的内容；
- d. 具有或意图用于任何军事、国防用途，或可能被用于核、化学或生物武器扩散的内容；
- e. 具有诽谤、侮辱、威胁、骚扰、仇恨或其他违法、侵权性质的内容；
- f. 明知或明显可能造成误导、虚假或欺骗性印象的内容，包括但不限于冒充他人、虚构身份或错误陈述与任何机构或个人的关系；
- g. 未经他人明确授权而包含他人隐私或可识别个人身份信息的内容；

h. 含有或链接至病毒、木马、蠕虫、定时炸弹或其他恶意程序或代码，意在损害、干扰、秘密截取或非法获取任何系统、数据或信息，或限制任何软件、硬件、网络或电信设备的功能；

i. 可能被合理认为有害、威胁、骚扰、辱骂、侵权、粗俗、淫秽、侵犯他人隐私、仇恨，或具有种族、民族、宗教等歧视性质，或以任何方式对未成年人造成伤害的内容。

7.4 用户内容的更正、撤回公开展示

1. 如您为用户内容的权利人或经权利人合法授权，您有权通过本服务提供的功能或通过本条款载明的联系邮箱，申请对您上传的用户内容进行更正、撤回公开展示。

2. 为防止恶意删除/更正，我们有权要求您提供必要的权属或授权证明，并在合理期限内处理；对无法核验权属或存在争议的请求，我们有权暂缓处理或拒绝处理。

3. 您理解并同意：

(a) 更正/撤回的效果通常表现为停止在本服务中公开展示与提供下载；

(b) 对于已被第三方下载、缓存、转载或已被他人研究引用的副本，本服务无法控制或追回，由此产生的任何后果不由本服务承担；

(c) 出于网络安全、合规审计、备份容灾、科研复现与争议处理之需要，我们可能在法律允许范围内保留必要的最小化存档副本或操作日志，但将不再对外公开。

八、禁止的行为

作为使用本服务的条件，您在任何情况下均应遵守适用法律法规及本条款的各项规定。您承诺不从事且不协助任何第三方从事包括但不限于以下行为：

a. 将本服务用于任何违法目的，或用于宣扬、协助实施违法活动；

b. 上传或发布违反本条款“用户内容”相关规定的內容；

c. 利用本服务发送垃圾信息、广告信息或其他未经请求的信息；

d. 以可能损害、禁用、过载或削弱本服务或干扰其他用户正常使用本服务的方式使用本服务，或干扰、损害任何第三方网站、系统或网络；

e. 探测、扫描或测试任何系统或网络的脆弱性，或试图突破或规避任何安全或身份验证措施，或通过“反向查询”等方式试图获取其他用户的个人信息（除非依法且在本服务允许范围内获取您本人的信息）；

f. 通过黑客攻击、密码破解或其他非法或未经授权的方式试图访问其他账户、计算机系统或与本服务相连的网络；

g. 未经书面许可，使用自动化系统（包括但不限于机器人、爬虫、离线阅读器或抓取工具）访问本服务；

h. 伪造网络数据包首部信息或其部分内容，或以其他方式通过本服务发送带有虚假、误导或伪造源信息的邮件或消息；

i. 以任何方式再次损害、禁用、过载或削弱本服务或其他用户对本服务的使用，或干扰、损害任何第三方网站或系统；

j. 干扰或破坏（或试图干扰或破坏）任何用户、主机或网络对本服务的访问，包括但不限于发送病毒、实施网络洪泛攻击、邮件轰炸、脚本批量创建内容等，造成或企图造成对本服务的过度负担。

九、执行与处置权利

我们没有义务对所有用户内容或用户行为进行事前或实时监控，但保留对您通过本服务上传、发布的内容进行审查的权利，并有权在不事先通知的情况下，自行决定删除任何我们认为不当、违法或违反本条款的内容。

我们有权在任何时间、基于任何理由、无需事先通知地终止或限制您对本服务全部或部分的访问。同济大学杨龙课题组也有权在任何时间、无需事先通知地对本服务的任何方面或功能进行变更、中止或永久停止提供，包括但不限于：内容、访问时间、所需设备条件等。

在法律允许的范围内，同济大学杨龙课题组有权在其认为必要时，向相关主管机关、司法机关或其他有权机构披露您在本服务中的任何信息，以满足适用法律、法规、司法程序或政府要求，或在其自行决定的范围内，对信息或材料进行编辑、拒绝发布或删除。

十、知识产权

本服务受中华人民共和国以及（在适用情形下）其他国家和地区的著作权法、商标法及其他知识产权法律、国际条约的保护。除本条款另有规定外，同济大学及其许可方享有与本服务及其所依托技术有关的一切权利、权属及利益，包括所有相关的知识产权。

本服务中使用的所有“同济大学”相关商标、服务标记、标识、名称及其他专有标识均归同济大学所有。本服务中出现的其他商标、服务标记、标识、名称等，归各自权利人所有。

用户使用本服务并不因此取得对他方任何信息、数据库权利、数据、工具、软件、网络服务、流程或方法，或其任何专利权、著作权、商标权、服务标记、商业秘密或其他知识产权或其他权益。除非另有说明，本服务或系统中所含全部内容均受包括但不限于中华人民共和国著作权法、中华人民共和国反不正当竞争法以及相关国际条约等法律的保护。任何未经授权使用本服务或其内容的行为，均可能违反相关法律，并可能引发民事或刑事责任。

十一、版权及版权投诉

同济大学尊重所有著作权人的合法权益，并为此建立并实施了相应政策，在适当情形下将对多次严重侵权的账户采取暂停或注销措施。

如您认为您的作品在本服务中被以构成侵权的方式使用，您可以向我们提交书面通知，至少应当包括以下内容：

著作权权利人或其合法授权代表的签名（电子签名或手写签名）；

被主张侵权的著作权作品的名称或其他足以明确指代该作品的信息；如涉及多部作品，可提供代表性目录；

被主张侵权或构成侵权活动的内容在本服务中的位置、链接或其他足以使我们定位该内容的具体信息；

投诉人的联系方式，包括地址、电话号码和电子邮箱等；

投诉人声明其对被投诉使用方式不享有授权，且该使用未获著作权人、其代理人或法律许可；

投诉人声明其提交的信息真实、准确，并确认其有权代表著作权人行事。

版权相关投诉请联系：

同济大学杨龙课题组

地址：中华人民共和国上海市嘉定区曹安公路 4800 号同济大学

邮箱：long_yang@tongji.edu.cn

任何明知或应知投诉内容虚假而仍提交虚假侵权通知的人，将可能依法承担由此造成的全部损失。同济大学保留依据适用法律追究相关责任的权利。

十二、责任限制

在适用法律允许的最大范围内，在任何情况下，包括但不限于因疏忽行为，同济大学、同济大学杨龙课题组及其董事、教职员工、学生、代理人、合作伙伴、供应商或服务提供方，均不就因使用或无法使用本服务或其内容所引起或与之相关的任何直接、间接、附带性、特殊性或后果性损害、损失或费用承担责任，包括但不限于利润损失、数据丢失、业务中断等，即使已被告知可能发生此类损害。用户明确同意：在任何情况下，同济大学、任何许可方、供应商、承包商、分包商或信息提供方，及其关联方、管理人员、董事、员工或代理人，均不就因通过本服务提供的信息而对任何用户或任何第三方承担任何基于任何诉讼理由的责任。

如本条款中全部或部分责任限制条款在适用法律下被认定为不可执行，则同济大学及同济大学杨龙课题组在适用法律允许的最大范围内承担有限责任。

某些司法辖区不允许排除或限制附带性或间接性损害赔偿，在此种情形下，上述部分免责声明和限制条款在该等辖区内可能不适用，但仅限于该等限制被法律明令禁止的范围。

十三、无担保声明

我们对于本服务不作任何形式的担保。本服务基于“现状”（“AS IS”）提供，使用本服务的风险由用户自行承担。用户明确同意，其本人及与其有关的任何机构或组织在每次使用本服务时，均承担因此带来的一切风险。

在适用法律允许的范围内，我们不就下列事项作出任何明示或默示的保证，包括但不限于：

本服务的适销性、特定用途适用性、权属及不侵权；

本服务及其内容的安全性、准确性、可靠性、持续可用性或无错误性；

本服务中的任何缺陷或错误将被纠正；

通过本服务提供的任何内容或软件不含病毒或其他有害成分。

同济大学任何代理人或代表均无权代表同济大学就本服务或其内容作出任何形式的保证。同济大学保留随时变更或停止本服务任何部分或任何功能的权利。对于通过本服务提供的任何第三方内容、应用程序、程序或数据，同济大学不作任何保证。

某些司法辖区不允许限制默示担保的期限，在此种情形下，上述部分限制条款在该等辖区内可能不适用，但仅限于该等限制被法律明令禁止的范围。

十四、赔偿

您同意就因以下情形引起或与之相关的任何第三方索赔、要求或损失（包括合理的律师费），为同济大学、同济大学杨龙课题组及其所属学院、部门、以及各自的董事、教职员工、学生和代理人进行抗辩，并使其免受损害：

- a. 您对本服务的使用或滥用；
- b. 您对本条款的任何违反行为；
- c. 您对任何适用法律、法规或规章（包括但不限于国家或地方规定）的违反或被主张违反行为；
- d. 您或使用您账户的任何第三方对他人知识产权或其他合法权益的侵权行为。

在适用法律允许的范围内，同济大学有权在认为必要时，接管任何原本应由您承担赔偿责任事项的排他性抗辩和处分权。在该等情形下，您应配合同济大学主张一切可用抗辩事由。

十五、一般条款

1. 适用法律与管辖

本条款受中华人民共和国法律管辖并依其进行解释，不考虑其法律冲突规范。对于因本条款或使用本服务而产生或与之相关的任何争议，您同意提交同济大学所在地——上海市有管辖权的人民法院管辖。

2. 可分割性

如果本条款中的任何条款依据适用法律被认定为无效或不可执行（包括但不限于前述免责声明和责任限制条款），该无效或不可执行条款应视为由最符合原意的有效条款所取代，而本条款的其余部分仍应保持完全有效并继续执行。

3. 完整协议

除非另有明确约定，本条款构成您与同济大学杨龙课题组就本服务所达成的完整协议，并取代此前或同期就本服务相关事项达成的所有口头或书面协议、陈述或约定。

4. 补充条款

特定服务可能适用额外条款。我们将在您使用该等特定服务前向您提示相关补充条款。如补充条款与本条款存在不一致之处，以相关补充条款为准。

5. 条款修改

我们可能不时对本条款进行更新。一旦更新，我们将公布新的生效条款。如我们对本条款作出可能对您使用本服务产生实质影响的重大变更，我们将尽合理努力在变更生效前，通过在本服

务中发布公告、向您发送电子邮件（如您已提供邮箱）或其他合理方式通知您。更新后的条款一经公布即生效。您在条款更新后继续使用本服务，即视为您接受该等修改。

十六、联系我们

如您对本服务或本条款有任何疑问，请联系我们：

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