

Terms and Conditions of Use

The following general terms of use apply to every use of VeDAI2014 (“the base”) given to the users by SAGEM DEFENSE SECURITE and the CNRS (« Provider »)

They cannot be modified by the users, unless the query is motivated by objective, real and serious reasons. In any case, any changes will be freely and exclusively decided by the Provider

ARTICLE 1 – OBJECT

1.1 The base

Permission is granted to use and copy freely the given data. The general terms of use (TCU) can be changed without warning to the users. The users can have access to a more recent TCU at : <https://downloads.greyc.fr/vedai/>. By using the base, the users accept the TCU. The base is given to the scientific community for research, and non-commercial purposes only, such as academic research, personal experimentation, and teaching. Any use for commercial and / or industrial purpose is forbidden.

1.2 Description

The base is composed of:

- (a) 4 sets of images, which are a modified version of the images from the website UTAH AGRC : <http://gis.utah.gov/data/aerial-photography/2012-hro-6-inch-color-orthophotography/> ;
- (b) 2 sets of annotations, which are the annotation files for the Service;
- (c) Matlab files, which allow visualization of the base elements and the evaluation detection algorithm. These files are submitted under the terms in the [Matlab Software Agreements](#).

The website was developed by UMR 6072 - CNRS/UCBN/ENSICAEN.

It is hosted by UMR 6072 - CNRS/UCBN/ENSICAEN.

ARTICLE 2 – DUTY

2.1 – DUTY OF THE USERS

The free access to the base and the respect of the TCU gives the user a non-exclusive right of using the base for its own means and research, without any other rights.

The user agrees to respect the whole rules in force in France.

The user notably undertakes not to try or succeed in breaking the Provider’s informatics systems or its collaborators, or use them for fraudulent purposes.

The user cannot limit, by whatever means, the access to other people to the website, or the user will be denied the access to it, without warning or damages.

The user refrains to appropriate or try to appropriate the data given in the base. The user undertakes to preserve the quality of the service, its materials and its bandwidth.

The user accepts to give full exact and up to date personal data as asked by the inscription file.

The user agrees to maintain the information up to date. If the user give false, or incomplete, or imprecise information, or if the Provider thinks the provided information are false, incomplete, or imprecise, the Provider can suspend or end the agreement about the use of the base, and refuse any future agreement of the base (globally or totally).

The user accepts to include the following reference in any publication about this database :

Sébastien Razakarivony, Frederic Jurie. Vehicle Detection in Aerial Imagery: A small target detection benchmark. [Technical Report] GREYC-2015-03-04, GREYC CNRS UMR 6072, Université de Caen. 2015. <hal-01122605>

The user accepts to mention in any publication if the base was altered or if personal data as been added.

The user also accept not to use or distribute the Base for a commercial usage (sells or licensing), or use the data to obtain any financial gain.

The user agrees to have this license with all the copy of the data.

2.2 – Provider duty

The Provider did all it could for the base to respond to use of the user. However, no obligation of result could be asked.

It is agreed by the user, that the Provider does not give any warranty, especially:

- (i) The base correspond to the user will
- (ii) The base will be maintain forever, uncorrupted or secured
- (iii) The results the user obtains using the base are precise and reliable
- (iv) The errors in the files will be corrected

ARTICLE 3 – RESPONSIBILITY

The user agrees being fully informed that the Provider give to the users the information, and that without any guaranties and warranties of any kind.

The user is the only responsible for the use and assumes any direct or indirect consequences of the use of the base.

The Provider cannot be responsible in any case of the inaccuracy and lack of completeness of the annotation of the base.

The user agrees to have the full means and knowledge to access and use the website. The user undertakes to have checked that the used means does not have any virus and is fully functional.

The downloading is on the full responsibility of the user. The user should use its own material to access the base. In any case the Provider can be responsible of any damage caused by using the base. The responsibility of the Provider could not be engaged in case the connection cannot be made.

The user understands and agrees that the use of the base is at its own risk and it is provided “AS IS”, the Provider does not provide any warranties and guarantees.

In no event shall the provider be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this base, even if advised of the possibility of such damage.

ARTICLE 4 –COOKIES

The user is informed that when they use the base, a cookie may be automatically installed on his browser. Cookies do not identify the user, but they record information about the navigation of the user on the base. The user can disable the cookie setting via his browser.

If any, in case of information recorded by the user on the base, this information is not being subject to any treatment or disposal by the Provider. In accordance with the applicable French law of 6th of January 1978 (“loi informatique et liberté”), the user has a right to access and rectify, modify and delete this information.

You can exercise this right by sending a letter to the following address:

- Farid OUDYI - Sagem – Unité Auto-Directeurs - 72-74 rue de la tour Billy BP 72 – 95 101 Argenteuil Cedex – France.

- or by mail : farid.oudyi@sagem.com

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

Trademarks and logos of the base are recorded. Partially or totally reproduction are forbidden without authorization of the Provider, in accordance with article L.713.2 of the French intellectual property Code.

The base is protected by the French Law of 11st of July 1998. In the event of infringement, the infringer could be condemned in accordance with article L. 343-1 and following of the French intellectual property Code.

The prior written consent of the Provider is required to create a hypertext links to the base.

ARTICLE 6 – JURISDICTION AND APPLICABLE LAW

In case of disagreement of the interpretation or execution of the CTU, and without an amicable agreement, the court of Paris is the jurisdiction only qualified.

In case of disagreement, the French version of the CTU shall prevail on this English version.

These CTU shall be construed and governed by the French Law, which is only applicable.