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By submitting any videos to Facebook, you hereby agree to that all videos will fully comply with, the Facebook Code of Terms of Use. Without limiting the foregoing, you understand that Video is intended to be used to post and share videos of a that is (i) of you or your friends, (ii) is taken by you or your original art or animation created by you or your friends. The not to upload any videos other than original works created friends.

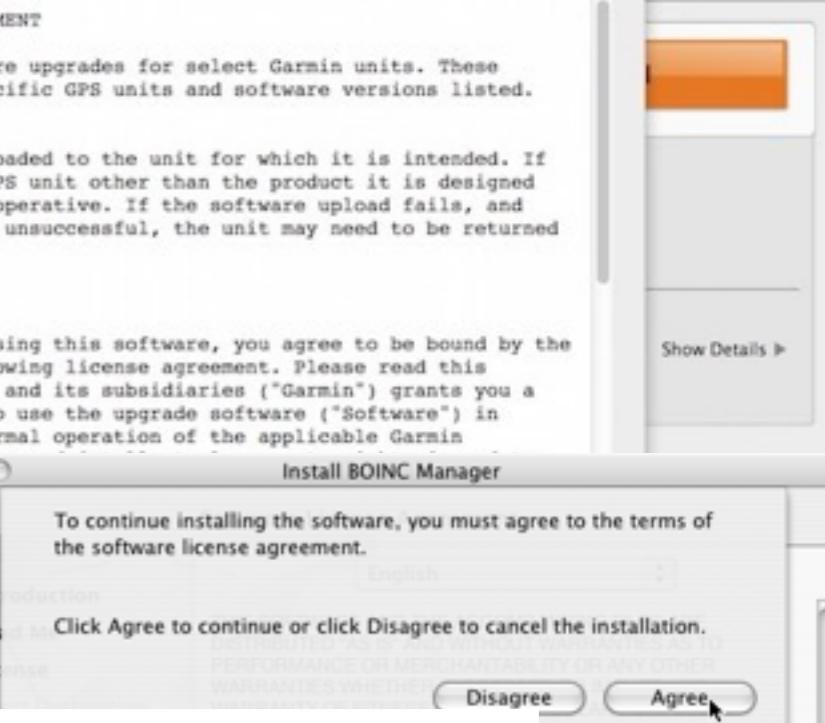
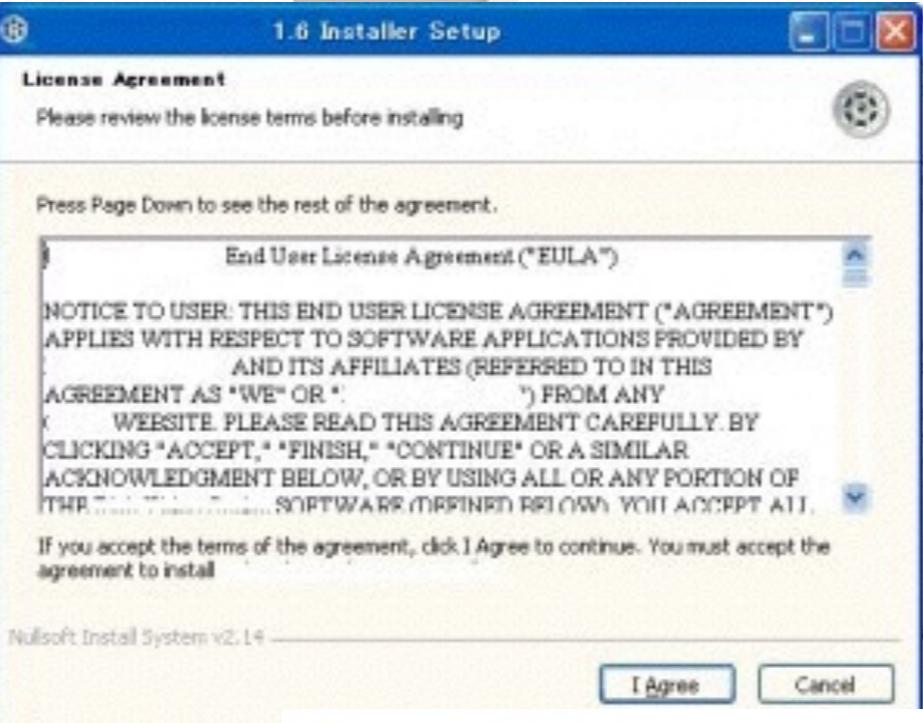
You further agree not to upload any videos that infringe upon copyright, trademark, publicity, privacy or other rights of a not to attempt to circumvent any content filtering technique.

FAILURE TO ADHERE TO THE CODE OF CONDUCT AND MAY RESULT, AMONG OTHER THINGS, IN TERMINATION OF YOUR ACCOUNT AND THE DELETION OF CONTENT THAT YOU HAVE POSTED ON FACEBOOK, WITH OR WITHOUT NOTICE, AS DETERMINED BY FACEBOOK IN ITS SOLE DISCRETION.

I AGREE I have read and agree to all of the terms and conditions above and the Facebook Code of Conduct and Terms of Use.

Agree

Do Not Agree



Terms of Use

These Terms of Use are effective on January 16, 2013. To access our previous Terms of Use, please click [here](#).

Rights

- Instagram does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Instagram a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, except that you can control who can view certain Content and activities on the Service.
- You acknowledge that we may not always identify paid services, sponsored content, or commercial communications as such.
- Instagram does not claim ownership of any Content posted by you on or through the Service or otherwise.

REALITY AND PERCEPTION OF COPYRIGHT TERMS OF SERVICE FOR ONLINE CONTENT CREATION

Casey Fiesler



Information Science
UNIVERSITY OF COLORADO BOULDER

Cliff Lampe



Amy Bruckman



Casey Fiesler @cfiesler · Feb 29

Conversation about ownership & rights to
copyright, which is probably appropriate s
#CSCW2016



1



Cliff Lampe

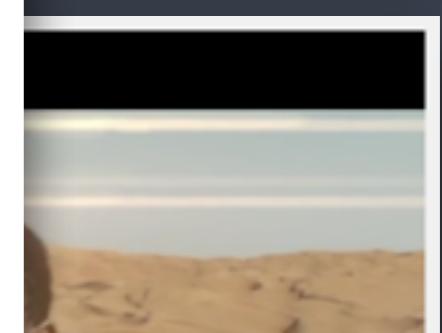
Associate Professor at University of Michigan
Ann Arbor, Michigan | Research

500+
connections

spire strain had deviated to create those
bothered to track all of them.

days, he'd see about getting rid of them.

Current University of Michigan
Previous University of Michigan, Michigan State University,
University of Michigan School of Information
Education University of Michigan - School of Information
Websites Personal Website



disappointed they weren't sorted into Hogwarts houses.



lindsay blackwell @linguangst

"1. don't sneak up on them." - rules of interacting
with telepresence robots at #cscw2016



0:22 / 1:30
The Force Awakens Teaser - Crazy Lens Flare Edition -
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hhertzof

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Terms of Service

Community Guidelines

1. Your Acceptance

- A. By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Google's Privacy Policy, found at <http://www.youtube.com/t/privacy> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at http://www.youtube.com/t/community_guidelines and also incorporated herein by reference. If you do not agree to any of these terms, the Google Privacy Policy, or the Community Guidelines, please do not use the Service.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/t/terms>). YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
- B. The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

- A. In order to access some features of the Service, you will have to create a YouTube or Google Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
- B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
- B. You agree not to alter or modify any part of the Service.
- C. You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.
- D. You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
 - the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.
- E. Prohibited commercial uses do not include:
 - uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
 - showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
 - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)
- F. If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.
- G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
- H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke

6. Your Content and Conduct

- A. As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
- D. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.
- E. You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at http://www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

- A. YouTube will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
- B. YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

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- C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') provision of the Service, and for promoting and redistributing part or all of the Service (and derivative works thereof) through the use of your YouTube media channels. You also hereby grant each user of the Service a non-exclusive, royalty-free, non-transferable, terminable through the Service, and to use, reproduce, distribute, display, and perform the Content in connection with the functionality of the Service and under these Terms of Service. The license granted herein will terminate if you terminate your account with the Service. You understand and agree, however, that YouTube may remove or delete Content you submit to the Service terminate within a commercially reasonable time after YouTube has received a valid take-down notice. You understand and agree, however, that YouTube may remove or deleted. The above license does not apply to Content that you have removed or deleted. The above license does not apply to Content that is subject to other third party rights, or you are otherwise legally prohibited from granting such a license to YouTube. You hereby warrant that you are the rightful owner of the material you submit to the Service, and that your submission of such material does not infringe on the license rights granted herein.
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[Y]ou grant LinkedIn a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to LinkedIn, including, but not limited to, any user generated content, ideas, concepts, techniques and/or data to the services, you submit to LinkedIn, without any further consent, notice and/or compensation to you or to any third parties.



[Y]ou grant LinkedIn a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, **prepare derivative works of**, improve, distribute, publish, remove, retain, add, process, analyze, use and **commercialize, in any way now known or in the future discovered**, any information you provide, directly or indirectly to LinkedIn, including, but not limited to, any user generated content, **ideas, concepts**, techniques and/or data to the services, you submit to LinkedIn, **without any further consent, notice and/or compensation** to you or to any third parties.



[Y]ou grant LinkedIn a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, **prepare derivative works of**, improve, distribute, publish, remove, retain, and otherwise use, analyze, use and **commercialize** the content you submit to LinkedIn, or in the future discovered or indirectly to LinkedIn, including generated content, **ideas**, the services, you submit to LinkedIn, and to use your name in connection with the services. You agree to provide LinkedIn with a copy of any consent, notice and/or contract you enter into with third parties.







Arts and Entertainment

A reminder that your Instagram photos aren't really yours: Someone else can sell them for \$90,000

☆ Mandy Welty

Hi Corey,

I'm sorry it's taken me awhile to reply. I've been consulting my supervisor and the help center when I'm free to take a look at this for you. My supervisor is moving to another position soon and is in and out of training, it's been hard to get ahold of her and it's been busy at

I understand that you are trying to protect other photographers and consumers by uploaded onto Facebook it becomes Facebook's property. So if the original photo to their pages or profiles, this is legal and within policy, there's nothing I can do about it.

If these people are attacking you for pointing out that others are taking credit for both what you're doing and what these people are doing to you. Unfortunately this accounts or about people harassing others, the only thing I can tell you to do else I can do and I can't even submit any kind of request on your behalf. technical issues.

I'm sorry I've given you this bad news and that there's not much I can do to help you.

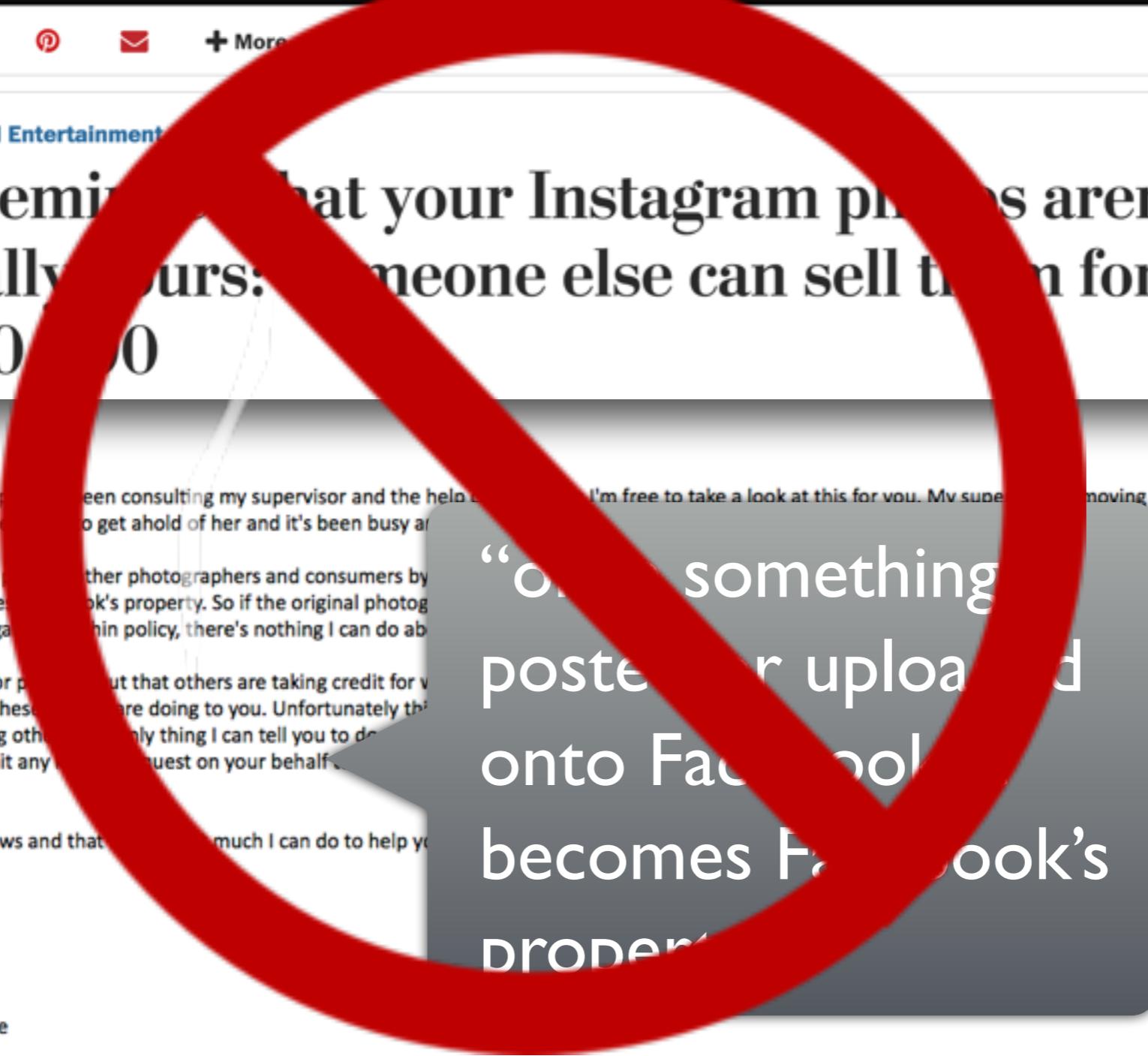
Sincerely,

Mandy

facebook

Mandy Welty | Sales Representative
Ph: [800-889-4252 ext 24349](tel:800-889-4252)
em: MWelty@sals.fb.com

“once something is posted or uploaded onto Facebook it becomes Facebook’s property”



The Washington Post

Sections 

    + More

Sign In

Arts and Entertainment

A reminder that your Instagram pictures aren't really yours: someone else can sell them for \$90,000

By Mandy Welty

Hi Corey,

I'm sorry it's taken me awhile to respond. I'm currently been consulting my supervisor and the help of my supervisor to get ahold of her and it's been busy as hell.

I understand that you are trying to upload your Instagram photos onto Facebook it becomes a violation of their terms of service. If these people are attacking you for posting your photos onto their pages or profiles, this is legal.

If these people are attacking you for posting your photos onto both what you're doing and what these people are doing to your accounts or about people harassing others. Unfortunately this is the only thing I can tell you to do. I can't do anything else I can do and I can't even submit any technical issues.

I'm sorry I've given you this bad news and that's all I can do to help you.

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Mandy

[facebook](#)
Mandy Welty | Sales Representative
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What are the rights that websites have in user-contributed content?

Real Vampires Don't Sparkle
hhertzof

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Over the years, Lucard has crossed paths with many of his own kind. These are their stories.

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Cliff Lampe
Associate Professor at University of Michigan
Ann Arbor, Michigan Research

Current University of Michigan
Previous University of Michigan, Michigan State University, University of Michigan - School of Information
Education University of Michigan - School of Information

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Star Wars Episode VII

Sites Analyzed

Social Media

Facebook
Google+
LinkedIn
MySpace
Twitter

Music

ccMixter
Club Create
Overclocked Remix
Remix64
Sound Cloud

UGC

Craigslist
Flickr
IMDB
Pinterest
Wikipedia

Video

Daily Motion
Ebaum's World
Vidders.net
Warcraft Movies
YouTube

Writing

Archive of Our Own
asianfanfics.com
fanfiction.net
HarryPotterFanFiction.net
Twisting the Hellmouth

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3,852 words

grade level | 4.8

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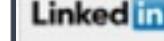
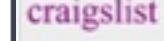
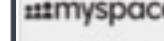
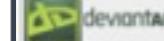
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YouTube

PhD Level

Writing
Archive of Our Own
asianfanfics.com
fanfiction.net
HarryPotterFanFiction.net
Twisting the Hellmouth

	Nonexclusive Use	Worldwide Use	Royalty-Free Use	Perpetual Use	Transferable	Irrevocable	Unrestricted Use
 LinkedIn	✓	✓	✓	✓		✓	✓
 IMDb	✓	✓	✓	✓		✓	
 craigslist		✓		✓		✓	✓
 f	✓	✓	✓		✓		
 YouTube <small>(#1 for Video)</small>	✓	✓	✓		✓		
 Pinterest	✓	✓	✓		✓		
 FanFiction.net <small>(#1 for Fiction Writing)</small>	✓	✓	✓		✓		
 SoundCloud <small>(#1 for Audio)</small>	✓	✓	✓				
 Twitter	✓	✓	✓	✓			
 flickr	✓	✓	✓	✓			
 myspace	✓	✓	✓	✓			
 deviantART <small>(#1 for Art)</small>	✓			✓			
 g+		✓					

Licenses & Rights

Revocable	Transmit
Irrevocable	Translate
Assignable	Enforce
Limited	Reproduce
Nonexclusive	Perform
Paid	Modify
Perpetual	Adapt
Royalty-free	Transform
Sublicenseable	Index
Transferable	Improve
Unrestricted	Edit
Worldwide	Distribute
	Display
	Compile
	Backup
	Analyze
	Advertising
	Commentary
	Commercial use
	Use of name/likeness

Copyright licenses are not one-size-fits-all.

1. TOS might be incomprehensible and unpredictable, but does it matter? i.e., would people *care* if they knew what the terms were?
2. What are people's intuitions about what copyright terms are, and how well do these match reality?
3. Do they have opinions about licensing terms? Are some more desirable or fair than others?

LinkedIn

Have you read the Terms of Service or other copyright policy for this website?

-- SELECT ONE --

Right to Display

1. Can LinkedIn display your content? -- SELECT ONE --

2. LinkedIn **should** be able to display your content. -- SELECT ONE --

-- SELECT ONE --
-- SELECT ONE --
Strongly agree
Somewhat agree
Neither agree nor disagree
Somewhat disagree
Strongly disagree

Perpetual License

1. Does LinkedIn's license to use your work expire?

2. LinkedIn 's license to use your work **should** expire. -- SELECT ONE --

Right to Use in Advertising

1. Can LinkedIn use your content in advertising? -- SELECT ONE --

2. LinkedIn **should** be able to use your content for advertising. -- SELECT ONE --

Worldwide License

1. Can LinkedIn use your content all over the world? -- SELECT ONE --

2. LinkedIn **should** be able to use your content all over the world. -- SELECT ONE --

Survey Methods

- ▶ Pilot Test
- ▶ Survey implemented via Mechanical Turk
 - 50c for < 5 minutes
 - Attention Check
- ▶ 410 participants
 - 18 or older (18-22, $m=31$)
 - U.S. citizens
 - 57% male, 75% white, 39% college degree

Do we read TOS?

- ▶ Participants report having read TOS for a site 11% of the time.
- ▶ Contributors (14%) are slightly more likely to have read the TOS than lurkers (10%).

Click to Agree



Intuitions About Licensing Terms



“You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook.”



“You give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content.”

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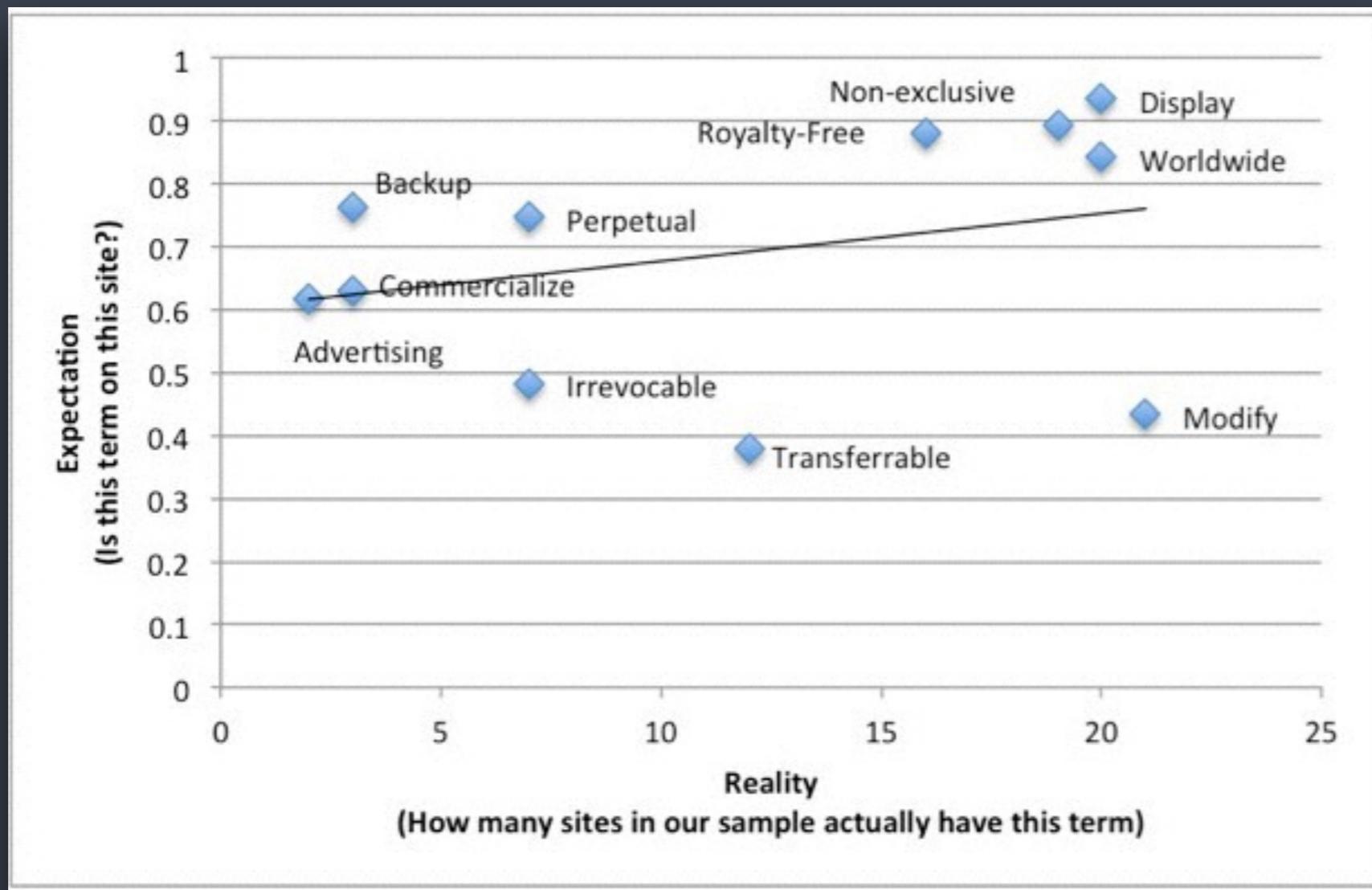


“You give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content.”

Accuracy by Licensing Term

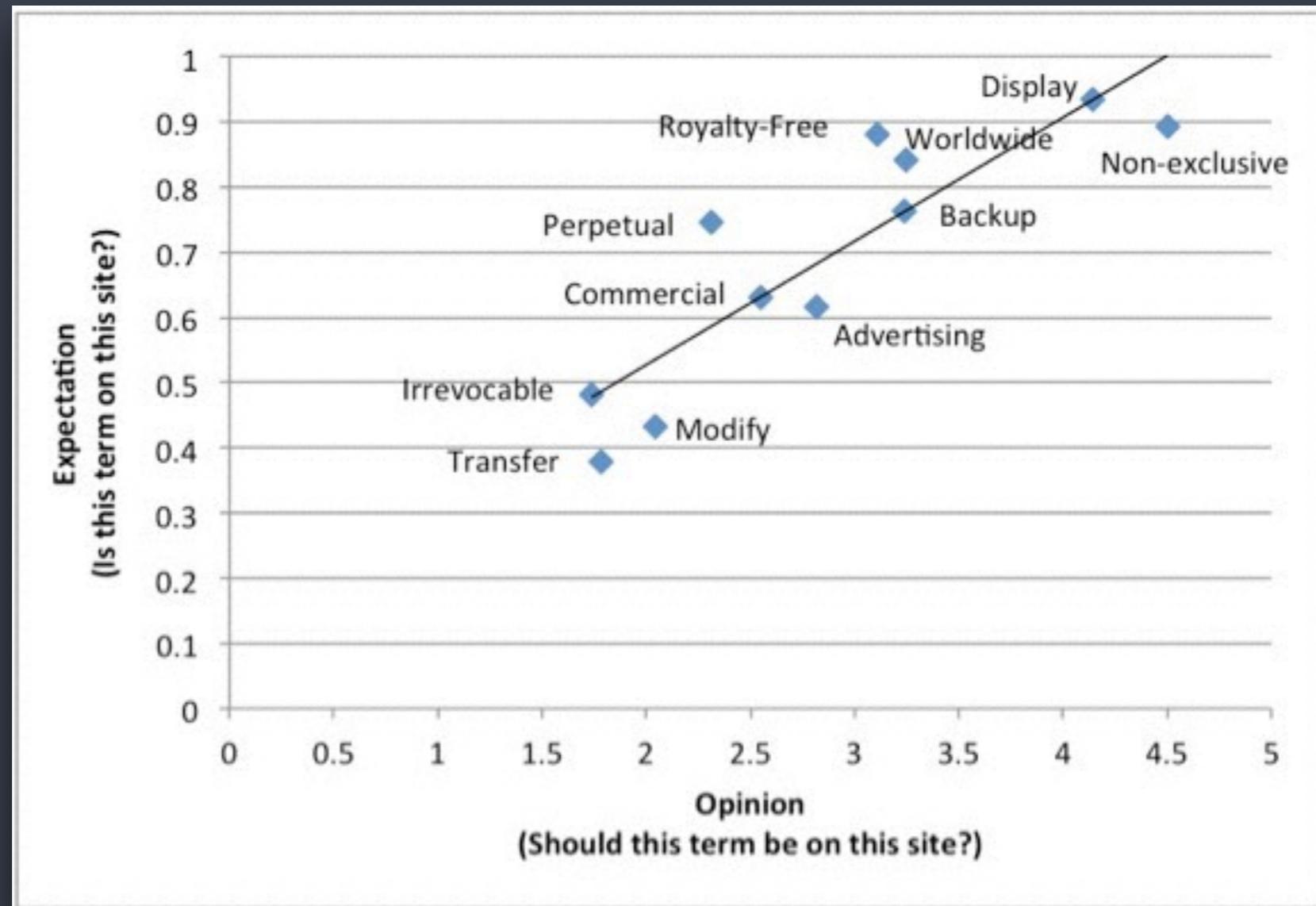
Term	Sites	% Accurate	N
Display	20	93.4%	954
Non-Exclusive	20	88.3%	875
Royalty-Free	17	87.4%	796
Worldwide	20	84.5%	1026
Backup	20	78.2%	124
Advertising	2	73.0%	37
Perpetual	7	65.6%	299
Commercialize	3	57.0%	86
Irrevocable	7	46.6%	755
Modify/Transform	19	42.2%	1056
Transferrable	12	38.2%	814

Expectation X Reality



Do your intuitions about what site policies are match what they *actually* are?

Expectation X Opinion



Do your intuitions about what site policies *are* match what you think they *should* be?

Differences in Website Types

- ▶ Writing communities, less expectation for:
 - Modify (24% vs 44%)
 - Commercial (46% vs 65%)
- ▶ Social networking sites:
 - Expectation that sites have MORE control over content
 - Opinion scores suggest desire for sites to have LESS control over content

Takeaways

People don't know what rights they provide in their content.

- ▶ Even if people read TOS (which they mostly don't), they wouldn't understand them anyway.
- ▶ Also, you can't assume you know what is in them.
- ▶ There are many terms that participants rarely identified correctly as being present.

Takeaways

This is information that matters.

- ▶ Opinions about licensing terms vary widely by term.
- ▶ Terms that are the most *surprising* are also the most undesirable.

Creating More Usable Policies

- ▶ Consider good user-centered design practices in crafting policies (both content and language/design), including understanding existing norms.

Technological Solutions

Information we collect	ways we use your information				Information sharing	
	to provide service and maintain site	marketing	telemarketing	profiling	other companies	public forums
contact information		opt in			opt out	
cookies						
demographic information		opt in			opt out	
financial information						
health information						
preferences						
purchasing information		opt in			opt out	
social security number & gov't ID						
your activity on this site		opt in			opt out	
your location						

The screenshot shows a search result for 'CHEVROLET' on the TOSDR.org website. The result is titled 'Terms of Service Didn't Read' and is categorized as 'CLASS D'. The summary states: 'The terms of service are very uneven or there are some important issues that need your attention.' Below this, there are several bullet points with links to discussions:

- Terms may be changed any time at their discretion, without notice to the user. [Discussion](#)
- They can change the terms of service any time they see fit, even without notification to the user. Your use of the service supposedly constitutes acceptance of the changes in the terms. [Discussion](#)
- They can remove your content at any time and without prior notice. [Discussion](#)
- Youtube reserves the right to decide if a video violates the terms of service, not only if the user is a copyright infringer, but also not limited to: if the content is about pornography, obscenity, excessive length. The content may be removed and the user's account terminated without prior notice and in the sole discretion of Youtube. [Discussion](#)
- The copyright license is broader than necessary. [Discussion](#)

 The result also includes a thumbnail image of a woman in a purple dress and several video thumbnails for 'Mean Girls', 'Taylor Swift in the Haunted Hallway!', 'Fangirls.', and 'Top 10 Saddest Songs'.

TOSDR.org

(Kelley et al., 2010)

Plain Language Explanations

LinkedIn

3. Rights and Limits

You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content.

3.1. Your License to LinkedIn

As between you and LinkedIn, you own the content and information that you submit or post to the Services and you are only granting LinkedIn the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- a. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Services, in which case the license continues for that content.

Pinterest

2. Your Content

a. Posting content

Pinterest allows you to post content, including photos, comments, links, and other materials. Anything that you post or otherwise make available on our Products is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to Pinterest.

More simply put:

If you post your content on Pinterest, it still belongs to you but we can show it to people and others can re-pin it.

By asking me a question, you grant me a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to use, reproduce, display, distribute, or otherwise use (or not use) that question.

Click to Agree



Thank you!

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