

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

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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

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 interact
telepresence robots at #cscw2016

Real Vampires Don't Sparkle

hhertzof

Summary:

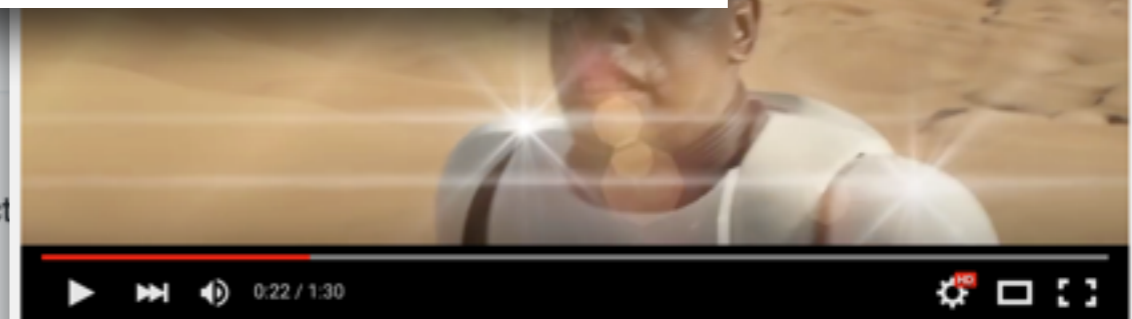
Over the years, Lucard has crossed paths with many of his own kind. These are their stories.

Notes:

For astolat.

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

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



The Force Awakens Teaser - Crazy Lens Flare Edition -
Star Wars Episode VII

How much control do you have over your online content?

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, non-transferable license to use, reproduce, distribute, prepare derivative works, and display Content in connection with the Service and YouTube's (and its successors') promotional and marketing efforts, including for promoting and redistributing part or all of the Service (as described in the YouTube Terms of Service), through any media channels. You also hereby grant each user of the Service a non-exclusive license to use, reproduce, distribute, display, and perform Content through the Service, and to use, modify, and enhance the functionality of the Service and under these Terms of Service. The license rights granted herein are perpetual and irrevocable. You understand and agree, however, that YouTube may remove or delete Content that is subject to other third party intellectual property rights or you are otherwise legally obligated to remove or delete. The above license rights are perpetual and irrevocable.
- D. You further agree that Content you submit is not, and will not be, infringing on any copyrighted material, or material that is subject to other third party intellectual property rights, or material that is contrary to the YouTube Community Guidelines, which may be updated from time to time, or contrary to applicable laws and regulations.
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3,363 words
grade level 16.6



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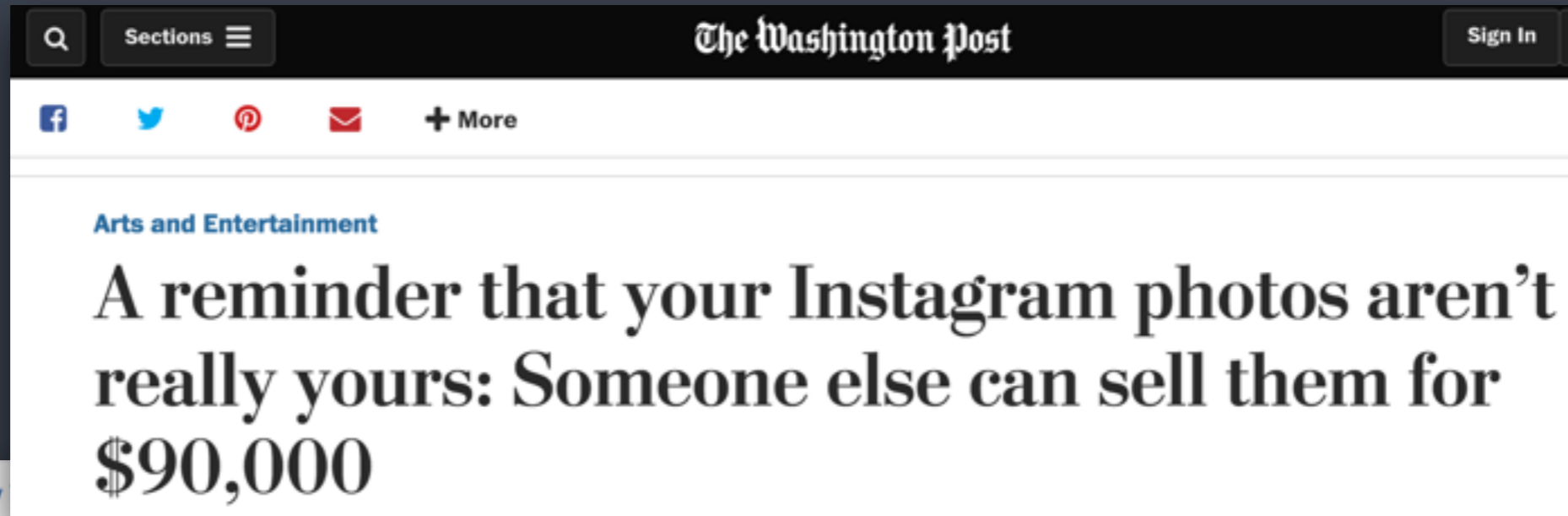


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☆ Mandy Welty

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 work.

I understand that you are trying to protect other photographers and consumers by uploading onto Facebook it becomes Facebook's property. So if the original photographer posts 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 your work, both what you're doing and what these people are doing to you. Unfortunately this is a common issue on Facebook. If you have accounts or about people harassing others, the only thing I can tell you to do is to report it. I can't even submit any kind of request on your behalf for 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

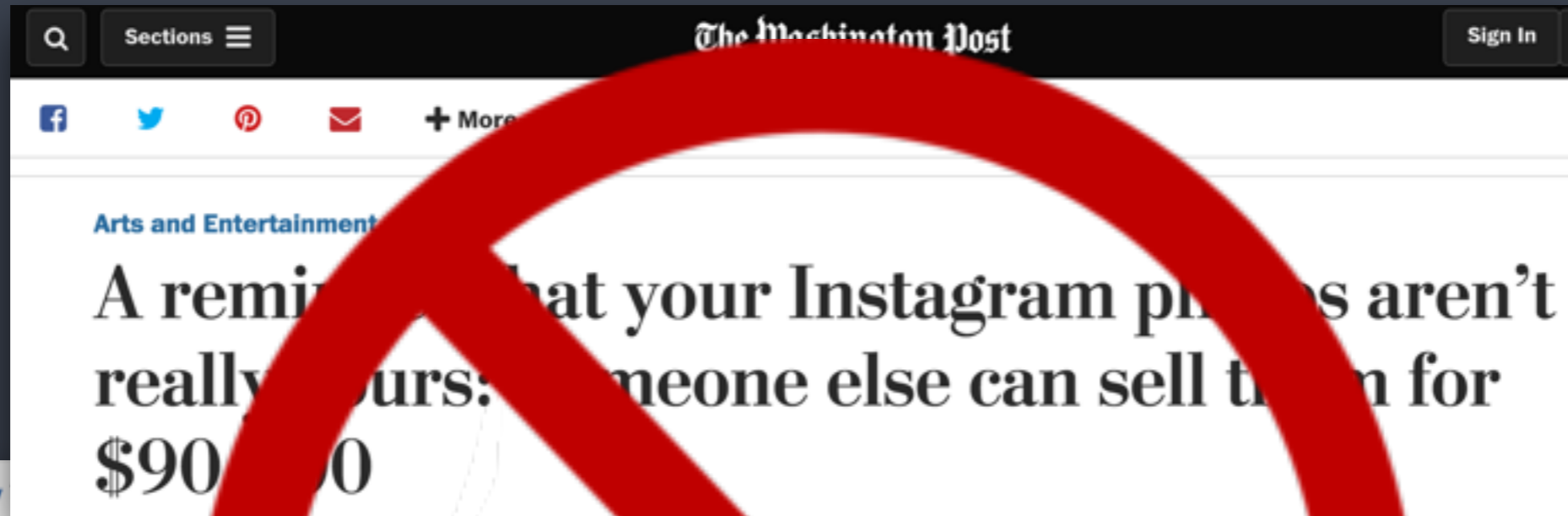
Ph: [800-889-4252](tel:800-889-4252) ext 24349

em: MWelty@sales.fb.com

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

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community standards - anything about personal profile. There's nothing wrong on billing and



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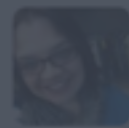
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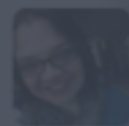
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What are the rights that websites have in user-contributed content?



Casey Fiesler @cfiesler · Feb 29

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



Cliff Lampe

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

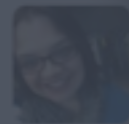
Current University of Michigan

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

Websites Personal Website

500+
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lindsay blackwell @linguanst

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Summary:

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

Notes:

For astolat.



The Force Awakens Teaser - Crazy Lens Flare Edition -
Star Wars Episode VII

Sites Analyzed

Social Media

Facebook
Google+
LinkedIn
MySpace
Twitter

UGC

Craigslist
Flickr
IMDB
Pinterest
Wikipedia

Music

ccMixter
Club Create
Overclocked Remix
Remix64
Sound Cloud

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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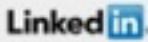

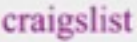










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Twisting the Hellmouth

	Nonexclusive Use	Worldwide Use	Royalty-Free Use	Perpetual Use	Transferable	Irrevocable	Unrestricted Use
 LinkedIn	✓	✓	✓	✓		✓	✓
 IMDb	✓	✓	✓	✓		✓	
 craigslist		✓		✓		✓	✓
 f	✓	✓	✓		✓		
 YouTube (#1 for Video)	✓	✓	✓		✓		
 Pinterest	✓	✓	✓		✓		
 FanFiction.net (#1 for Fiction Writing)	✓	✓	✓		✓		
 SOUNDCLOUD (#1 for Audio)	✓	✓	✓				
 t	✓	✓	✓				
 flickr	✓	✓	✓				
 myspace	✓	✓	✓				
 deviantart (#1 for Art)	✓		✓				
 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 --

Strongly agree

Somewhat agree

Neither agree nor disagree

Somewhat disagree

Strongly disagree

-- SELECT ONE -- ▾

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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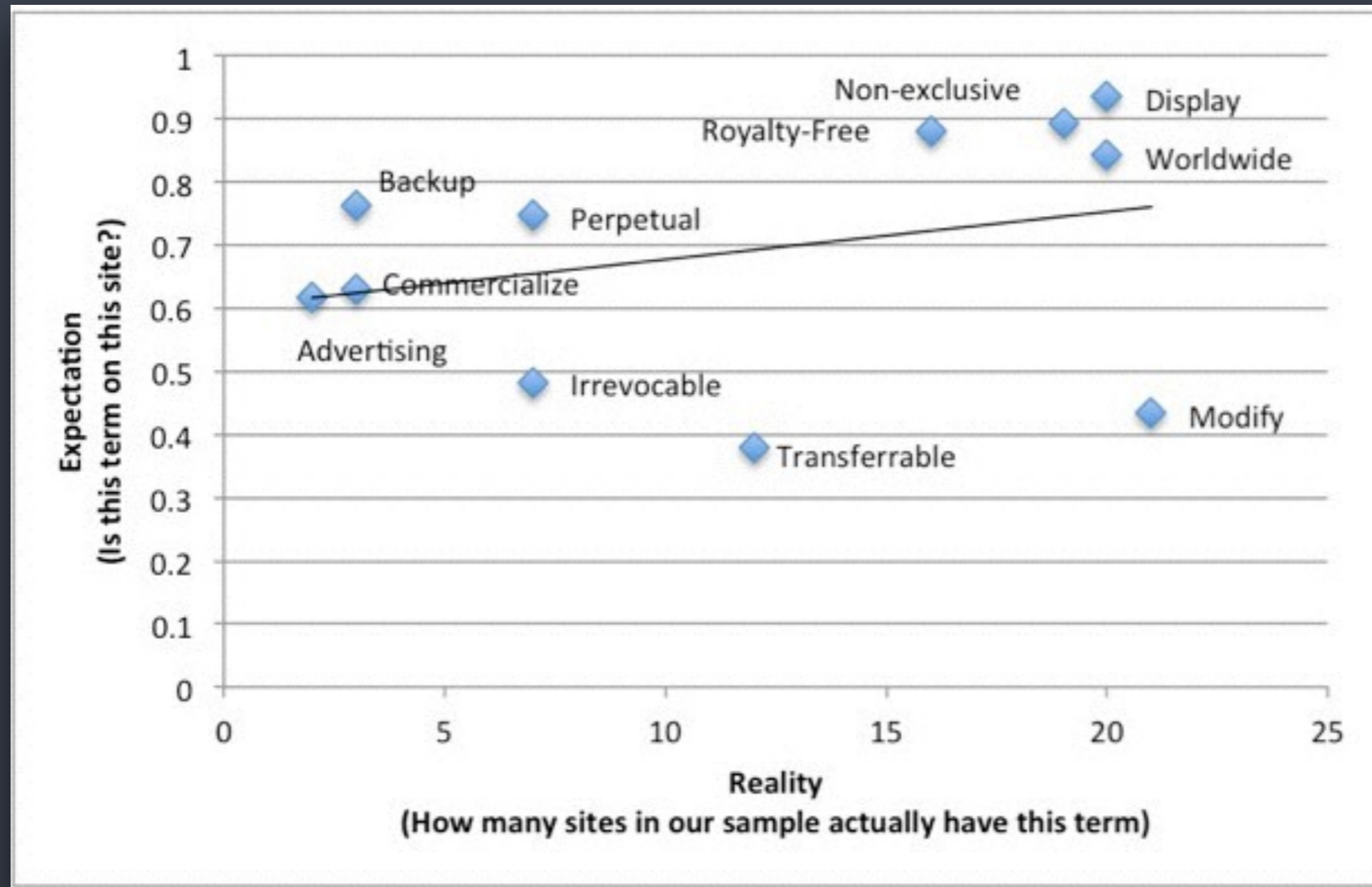


“You give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform,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

Accuracy by Licensing Term

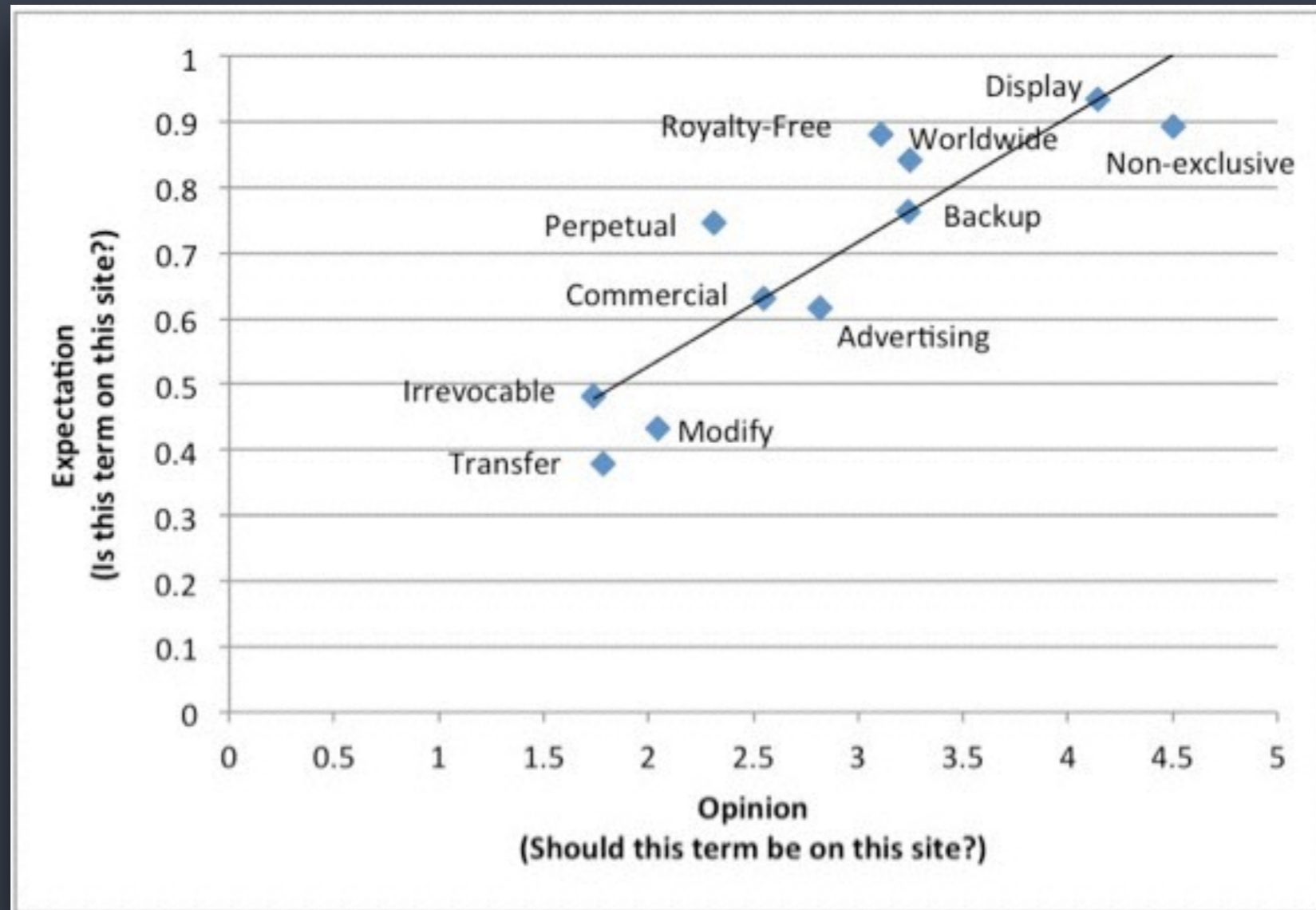
Term	Sites	% Accurate	N
Display	20	93.4%	954
Non-Exclusive	20	88.3%	875
Royalty-Free	17	87.4%	796
Worldwide	20	84.5%	1026
Backup	20	78.2%	124
Advertising	2	73.0%	37
Perpetual	7	65.6%	299
Commercialize	3	57.0%	86
Irrevocable	7	46.6%	755
Modify/Transform	19	42.2%	1056
Transferrable	12	38.2%	814

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						


(Kelley et al., 2010)

TOSDR.org

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


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!

Cliff Lampe, Amy Bruckman

Josephine Antwi, Jessica Feuston, Titus Woo

National Science Foundation, IIS-1216347