

A person is seen from behind, sitting at a wooden table and typing on a silver MacBook Air. A white coffee cup on a saucer is on the table to the right. The background is blurred, showing an outdoor setting with trees.

Lisensiering av brukerskapt innhold

Miloš Novović, Universitetet i Oslo
Det juridiske fakultet, Institutt for privatrett

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Click here to see which of your friends used our matchmaking app.

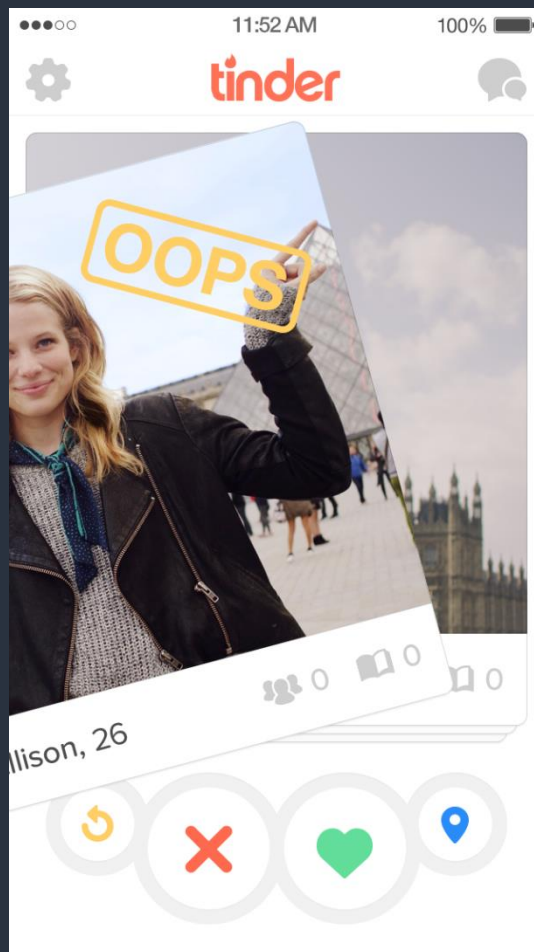


Milos used Single Losers in 2009!
Try Single Losers for free!

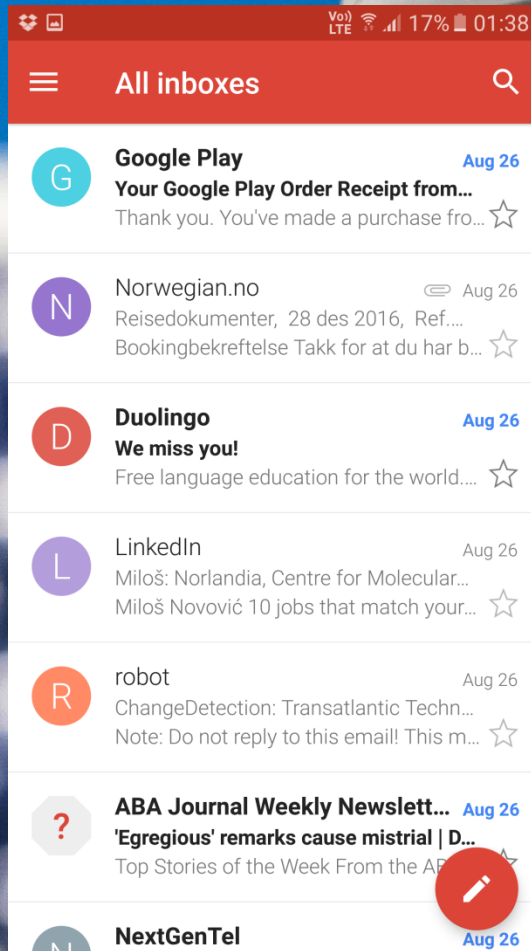
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Bruke i en reklame?



Beholde for alltid?



Selge?



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Date of Last Revision: January 30, 2015

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the



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connection with Facebook.



Personvern?





Analyse av avtalevilkår

Sammenligningsstruktur

Hvordan/når gir vi lisensen?

Til hvem?

Hvilke rettigheter overfører vi?

Finnes det andre relevante vilkår?

Er lisensen begrenset?

Hvor lenge varer lisensen?

Hvor standardiserte er lisenser?

i.e.

Har vi et valg?

#publish

#transfer

#copy

#use

#modify

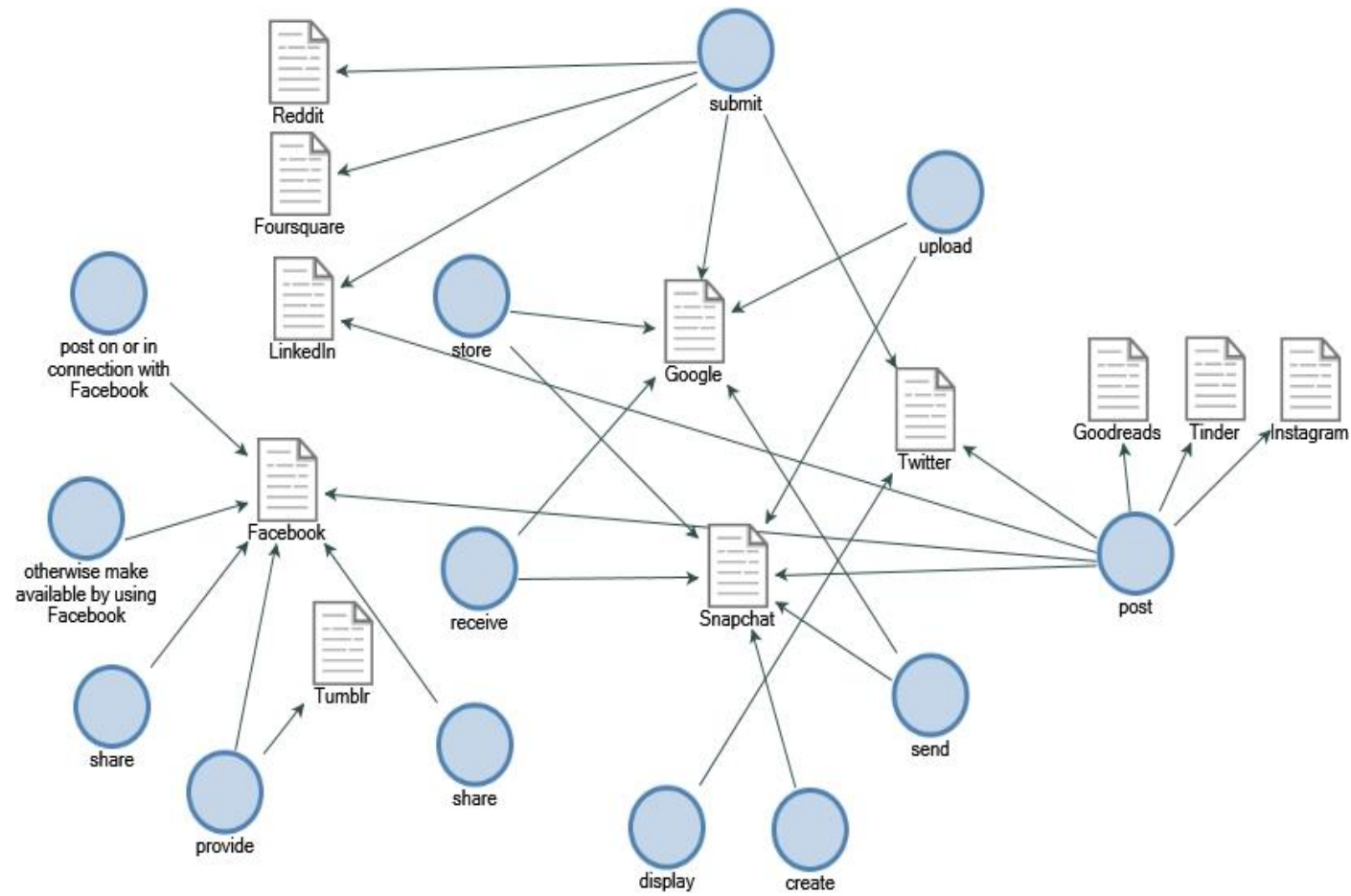
The screenshot displays the NVivo Pro software interface with a project map titled "Licenses.nvp - NVivo Pro". The interface includes a menu bar (FILE, HOME, CREATE, DATA, ANALYZE, QUERY, EXPLORE, LAYOUT, VIEW), a toolbar with various editing and navigation tools, and a main workspace. On the left, there is a "Sources" panel with a tree view showing "Internals", "Externals", "Memos", and "Framework Matrices". Below this is a table of "Internals" with columns for "Name", "Nodes", and "References".

Name	Nodes	References
Facebook	32	45
Foursquare	30	43
Goodreads	30	45
Google	29	49
Instagram	15	15
LinkedIn	23	30
Microsoft	16	22
Reddit	22	27
Snapchat	31	50
Spotify	27	41
Tinder	31	50
Tumblr	29	50
Twitter	31	46
VG	2	2

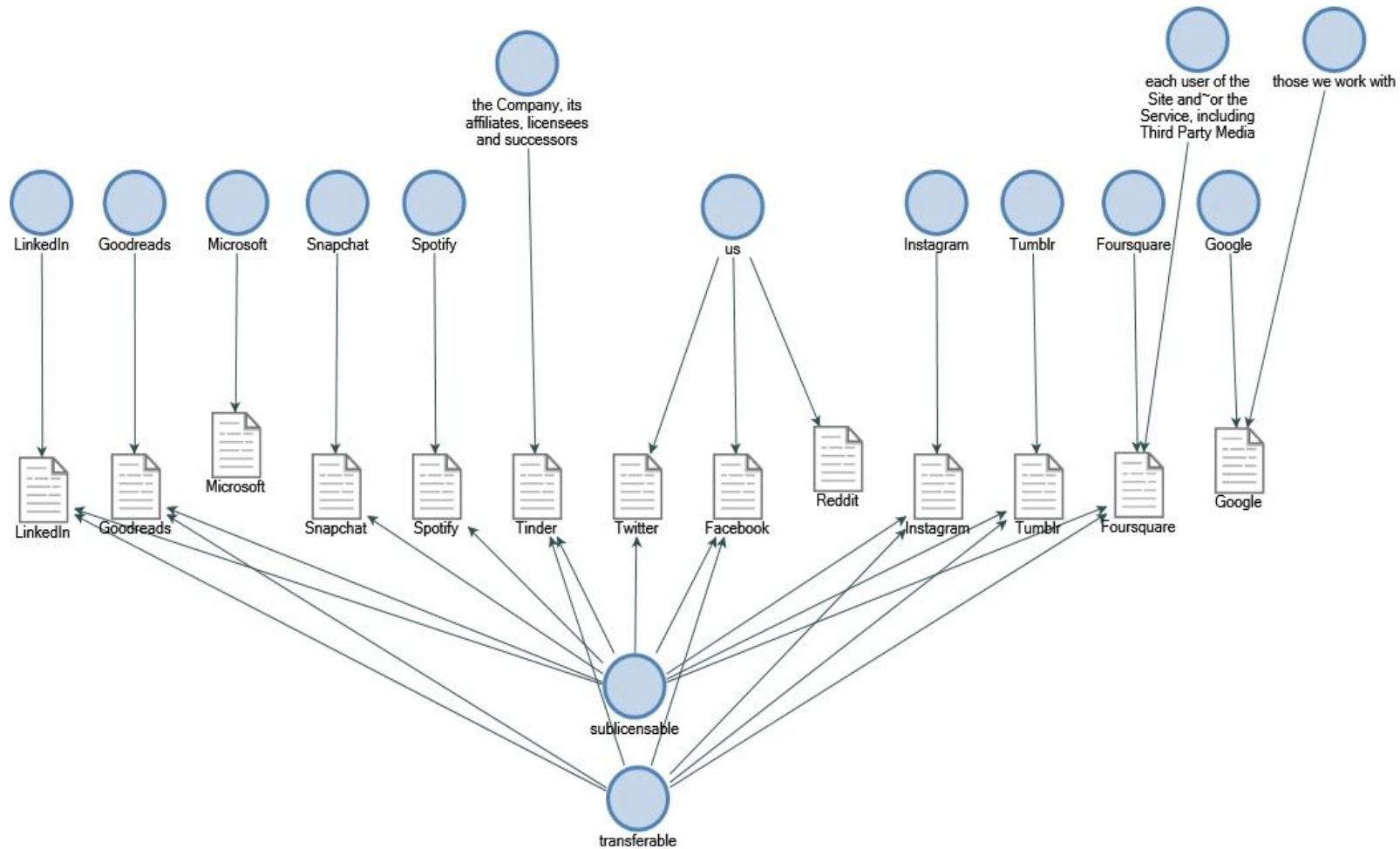
In the center, there is a "Project Map" section with a "To whom" dropdown and an "Add Associated Items" list. The list includes categories like "Items coding", "Nodes", "Entry", "To whom", "Which rights", "What kind", "For how long", and "Limitations".

The main workspace on the right shows a network diagram of nodes and their relationships. Nodes include "LinkedIn", "Goodreads", "Microsoft", "Snapchat", "Spotify", "the Company, its affiliates, licensees and successors", "us", "Instagram", "Tumblr", "Foursquare", "Google", "each user of the Site and/or the Services, including Third Party Media", "those we work with", "sublicenseable", and "transferable". Arrows indicate relationships between these nodes, with many pointing towards the "sublicenseable" and "transferable" nodes at the bottom.

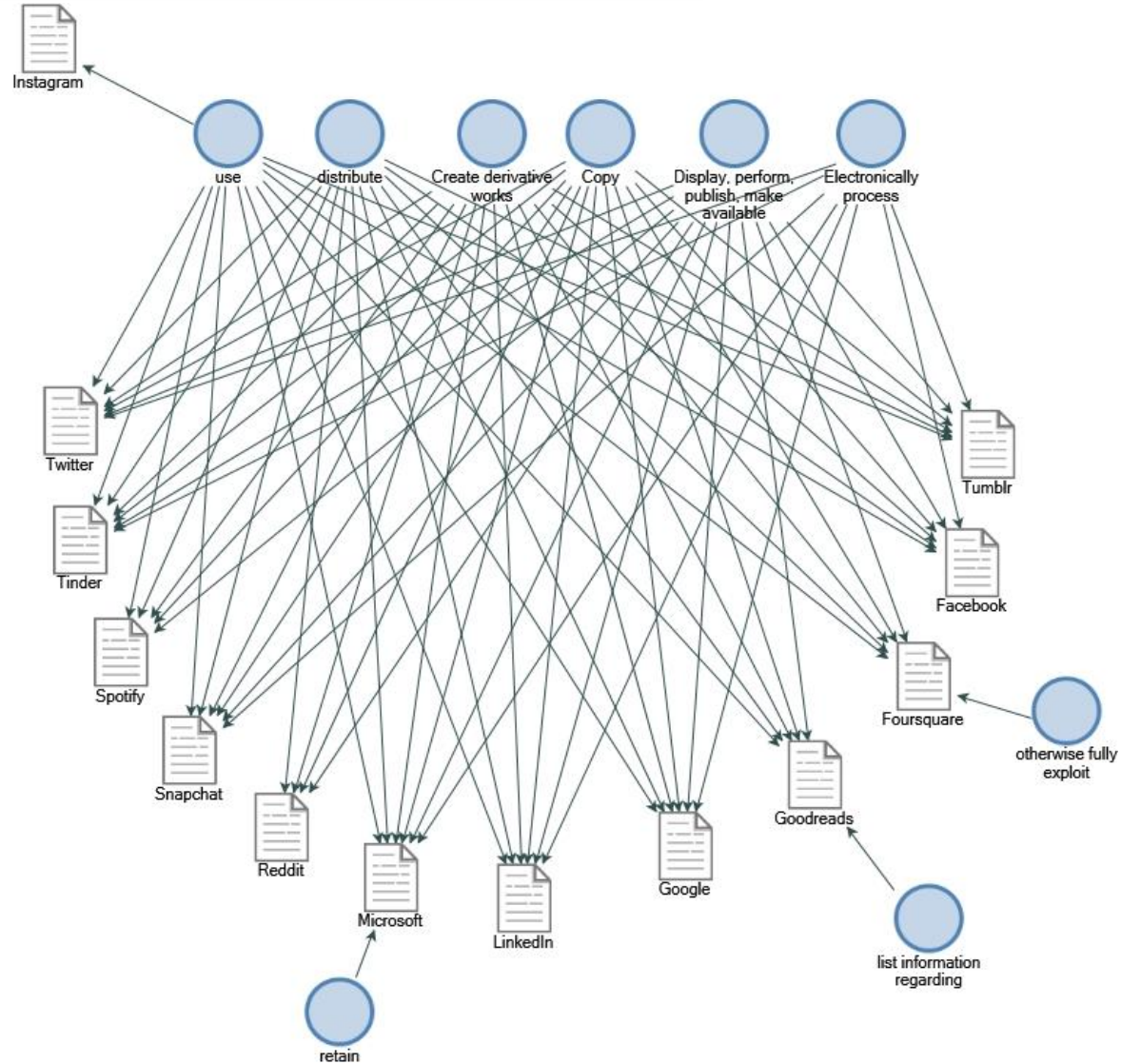
Når gir vi lisensen?



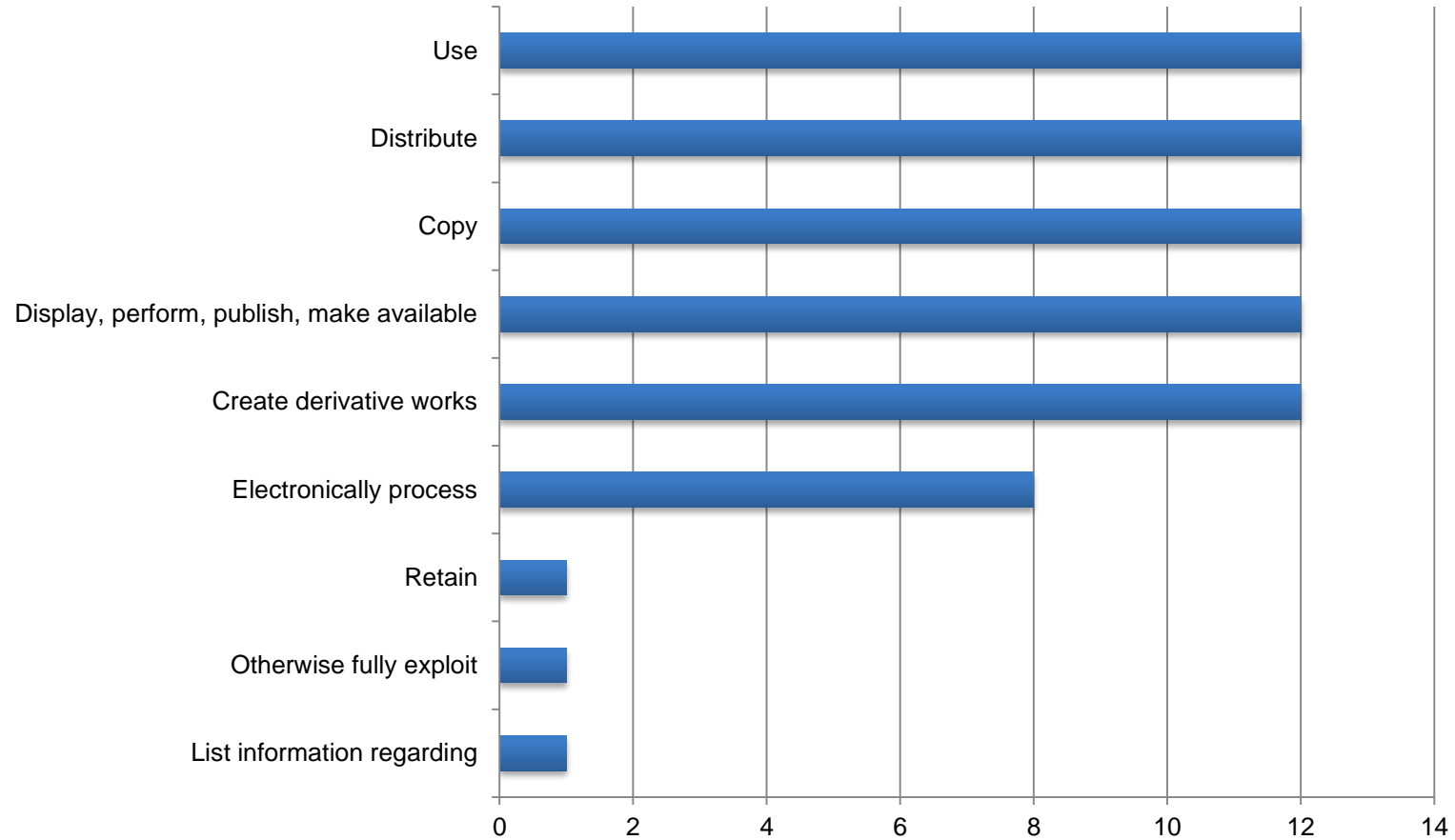
Hvem får lisensen?



Hvilke rettigheter får de?



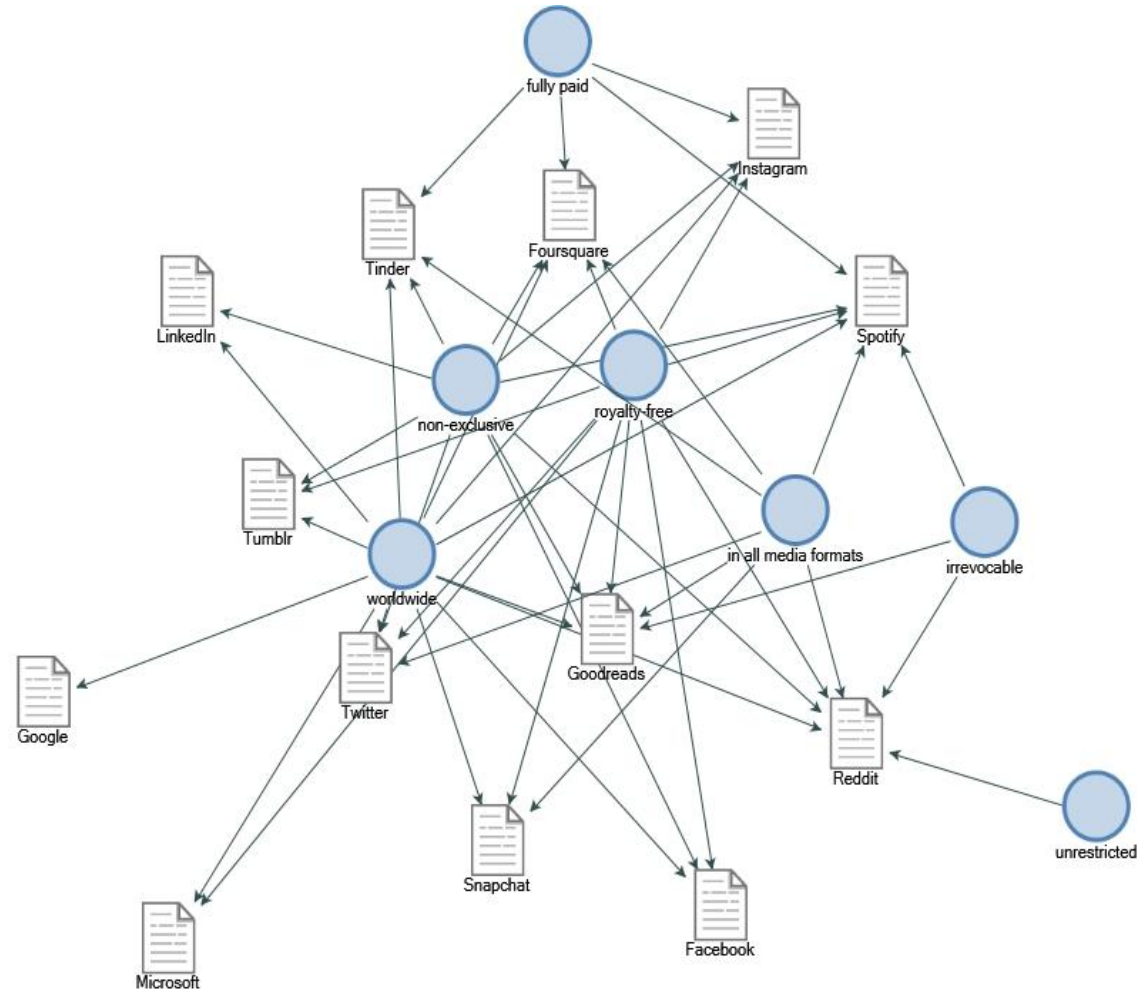
Hvilke rettigheter får de?



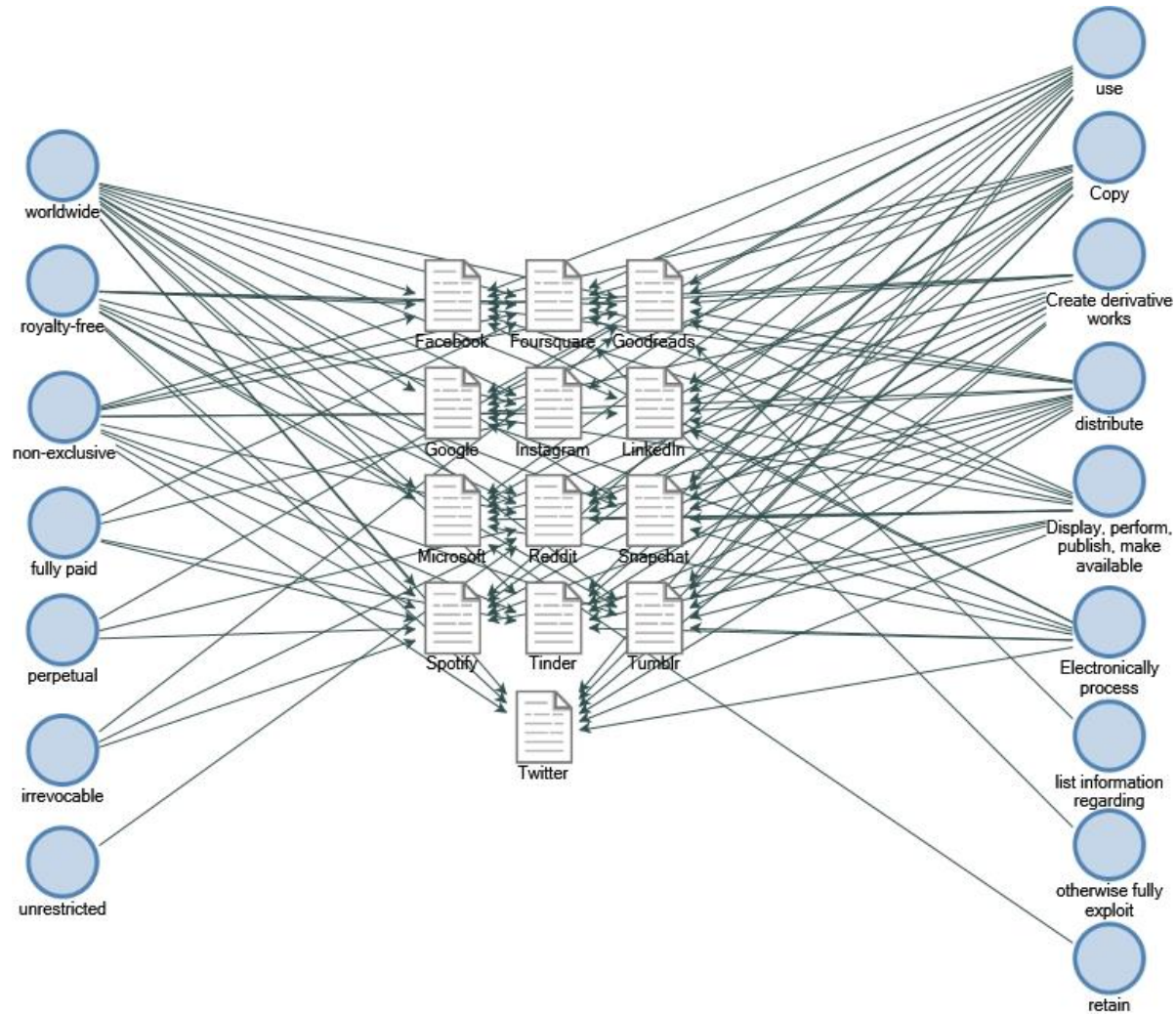
Hvordan er rettighetene begrenset?

Service	Limitation(s)
A : Facebook	"... you specifically give us the following permission, subject to your privacy and application settings"
B : Foursquare	"We may use your User Submissions in a number of different ways in connection with the Site, Service and Foursquare's business as Foursquare may determine in its sole discretion..."
C : Goodreads	"for any purpose at the sole discretion of Goodreads"
D : Google	"The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones."
E : Instagram	"...license to use the Content that you post on or through the Service, subject to the Service's Privacy Policy..."
F : LinkedIn	<p>"These rights are limited in the following ways:</p> <ol style="list-style-type: none">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 Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license."

Andre vilkår?



Standardising?



Lesbarhet?

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Flesch-Kincaid grade level test: 47.7

Gunning Fog index: 52.09

Flesch-Kincaid reading ease: -52.8 [REF: 0-100; HBR: 32]

Hvorfor?

Draft broadly to prevent infringement claims

Deep learning

Behavioral research

Ad targeting

Use of user content in advertisements

“Looking ahead”

Sale of assets

Hvorfor?

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“The Holy Grail of advertising.”

Hva sier lovene?

Hva ble analysert?

Formation issues

("Er lisenser bindende?")

Interpretation issues

("Hvordan bør lisensen tolkes?")

Contractual defenses

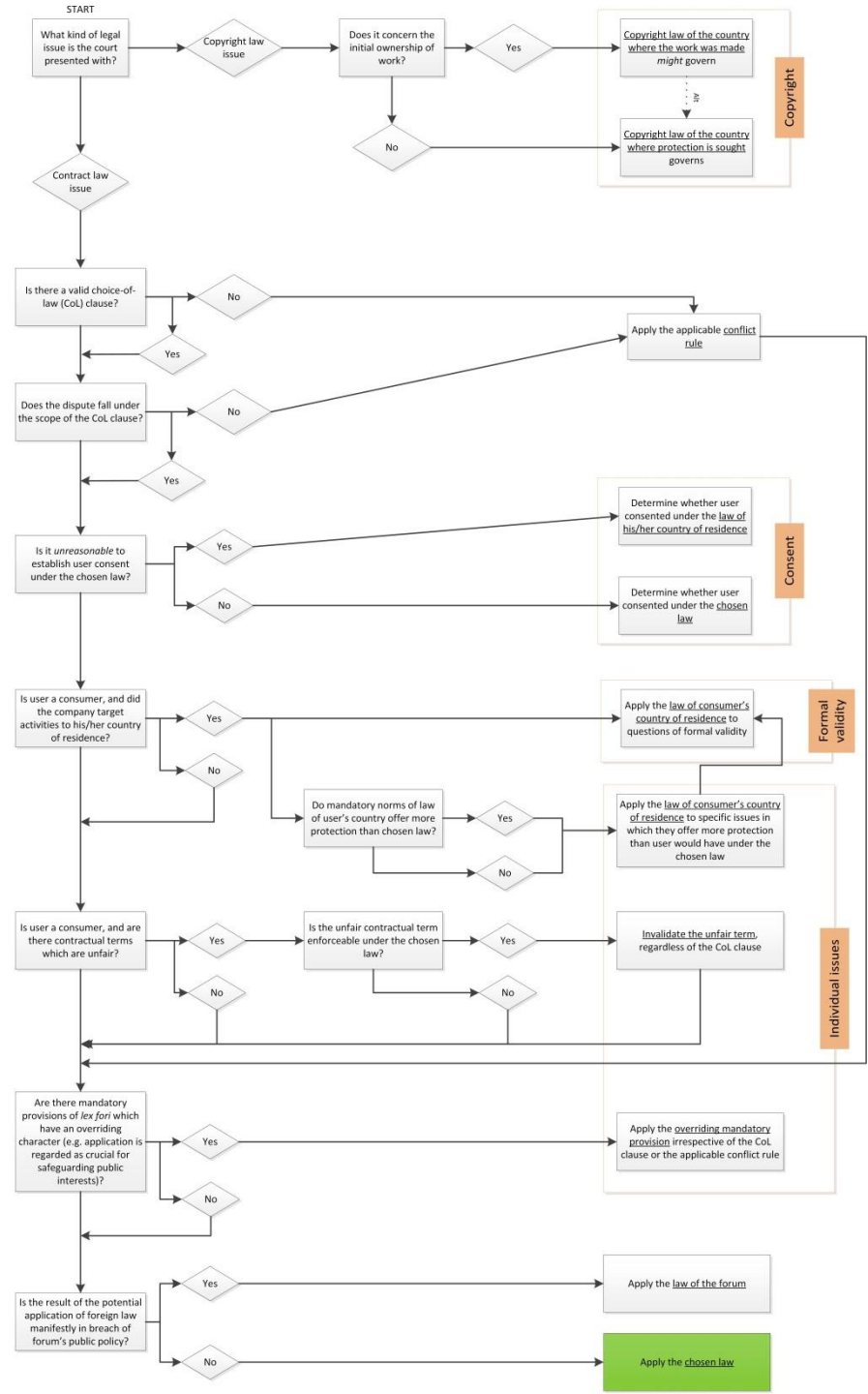
("Kan lisensen settes til side?")

Copyright defenses

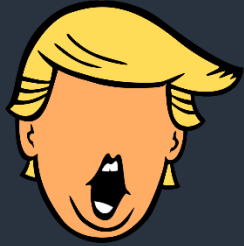
("Kan selskapene bruke innholdet uten lisens?")

Remedies

("Hva slags erstatning kan man få?")



US v Norway



Avtalen er inngått

Den tolkes bokstavelig

Avtalen er vanskelig å sette til side

Vanskelig å få erstatning

VS



Overraskende vilkår er ikke bindende

Den tolkes med tanke på rimelighet

Avtalen kan settes til side (avtl. §§ 36/37)

Man kan få erstatning for ikke-økonomisk skade

Forskjellige interesser

“Hva så?”-problemet

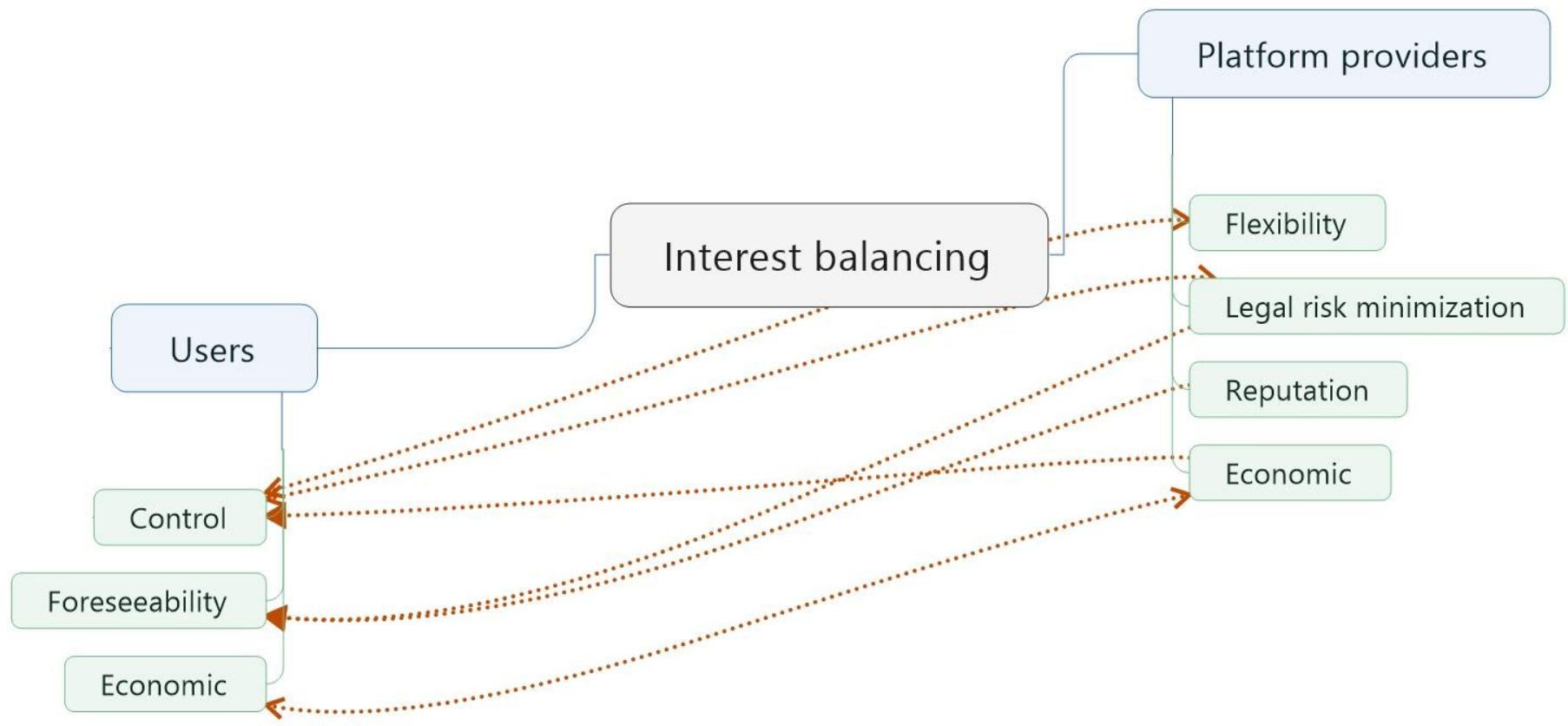
For å se hvordan lovene påvirker samfunnet, må vi identifisere interesser de kan påvirke

Forbrukernes interesser:

- Å kontrollere innholdet og meningen av uttrykk
- Å få tilgang til informasjon om hvordan innholdet brukes
- Å fortsette å bruke tjenester

Selskapenes interesser:

- Å bruke innholdet på mange fleksible måter
- Å ha så lite juridisk ansvar som mulig
- Å beskytte rykte
- Å maksimere profitt



Hva kan vi gjøre?

Opphavsrett
Avtalerett
Internasjonal privatrett
Personvern
Forbrukerbeskyttelse
Voldgiftsrett

... men ingen balanserer disse interessene!

Hovedproblemet:

Avtalerett behandler en UGC lisens som en helt vanlig avtale
Opphavsrett behandler UGC som annet slags innhold

Løsning:

Kreve eksplisitt samtykke til hver bruk av innholdet

Eller:

Kreve at lisensene regulerer individuell bruk, og ikke hele rettigheten



NEW CONTENT USE AUTHORIZATION

STEP 9/24

Your content may be used in commercials shown to your friends.
We need you to pre-authorize every ad that contains your content.

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I AGREE

I DECLINE

1 2 3 4 5 6 7 8 9 0
q w e r t y u i o p
a s d f g h j k l

