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The Cost of Convenience: Web 2.0 User Licensing Agreements and Intellectual Property

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Introduction

Web 2.0 products allow us to share ideas and work on projects regardless of geographical location, but at what cost? While many such programs are free, users must accept a user licensing agreement (found in the terms of service [TOS] section). For example, users grant Facebook an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license. What rights are users trading away for the convenience of Web 2.0?

Methods

Our objective is to review the user licensing agreements of common wikis, blogs, and social networking sites as well as Google documents in regard to the rights retained and the rights relinquished by the user. We will do this by examining the user agreements for each of the following services: PB Wiki; Wepaint wiki; WordPress blog; Blogger: Livejournal; Facebook: Myspace; LinkedIn: Google Documents. Particular care will be taken to look for instances in which the user gives up rights to intellectual property in order to have access to the site. The results will be presented in both a narrative and table format.

Results

<table>
<thead>
<tr>
<th>Technology (click title for TOS)</th>
<th>Reserves the right to use materials for promotional (or other) purposes</th>
<th>Reserves the right to change TOS at anytime without notice</th>
<th>Perpetual License (rights are retained even if the user leaves the site)</th>
<th>Reserves the right to terminate user accounts and remove materials without reason or warning</th>
</tr>
</thead>
<tbody>
<tr>
<td>WordPress</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Blogger</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Google Docs</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>LinkedIn</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>PBWiki</td>
<td>Yes (unless set to private)</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Wepaint Wiki</td>
<td>Not specifically stated</td>
<td>Yes</td>
<td>Not specifically stated*</td>
<td>Yes</td>
</tr>
<tr>
<td>Facebook</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>MySpace</td>
<td>Yes (unless set to private)</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>LiveJournal</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*According to Wepaint, wikis creators are not allowed to delete their wikis. If a creator wants a wiki taken down, they have to ask Wepaint to do so.

Non-exclusive: an agreement not to use as long as the terms are met; owner able to grant licenses to others

Exclusive license (owner) cannot grant another license to someone else

Transferable: the license can be assigned by the license to a third party

Worldwide: use of content in unlimited locations worldwide.

Fully paid & royalty free: use content without payment of fees or royalties

Perpetual: continued use of the content under the same conditions even after termination of the contract

Conclusion

The authors of this poster both use and appreciate the availability of web 2.0 (or social media) software and sites and will continue to use them in the future. The purpose of this poster is to make people aware of some of the language included in the “click-through” agreements of these sites, given that these agreements are binding. While many services temper their requirement for license rights from the user, some, such as LinkedIn do not. Keeping this in mind, you should:

1. Back up your data. It can be removed or blocked at any time for any or no reason.
2. Do not post data/info unless you are certain you want to share the rights to it, e.g. photos, compositions, artwork, text, videos, etc.
3. Check the Terms of Service on a regular basis for any site you use.

Many of the mentioned sites recommend looking at the TOS every time you log in.

4. Be thoughtful about what you say online even on private sites, whether it’s about yourself or someone else. You never know who might be looking at it.