STREAMING SERVICE PLATFORMS - TERMS OF USE

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STREAMING SERVICE PLATFORMS

- Traditionally used to complement in-person performances e.g. Coachella has live streamed its music festival on YouTube since 2011
- Increased reliance as predominant means of delivering content to audiences
- Online environment can create greater complexities in terms of protecting and licensing IP rights related to user content
## COMPARISON OF LICENCES

<table>
<thead>
<tr>
<th>WHO IS THE LICENCE GRANTED TO?</th>
<th>FACEBOOK</th>
<th>TWITCH</th>
<th>YOUTUBE</th>
<th>SOUNDCLOUD</th>
<th>TIKTOK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Facebook</td>
<td>Twitch</td>
<td>YouTube</td>
<td>SoundCloud, other SoundCloud users and Linked Services</td>
<td>TikTok, other TikTok users and third parties</td>
</tr>
<tr>
<td>Non-exclusive</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Transferable</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓ (fully)</td>
<td></td>
</tr>
<tr>
<td>Sub-licensable</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Royalty-free</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Worldwide</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Irrevocable</td>
<td>✓</td>
<td>✓</td>
<td>✓ (unconditional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### SCOPE OF LICENCE

**DURATION OF LICENCE**

- **FACEBOOK**: Ends when content is deleted from Facebook’s systems
- **TWITCH**: Ends when content is deleted from Twitch or account is closed
- **YOUTUBE**: Ends after a “commercially reasonable period” of time after content is removed or deleted
- **SOUNDCLOUD**: Ends when content is removed from user’s account
- **TIKTOK**: Perpetual - Ends if TikTok decides to terminate “at any time for any reason or no reason”
Each platform has mechanisms available to enforce your IP rights:

- **YouTube** – copyright takedown notice
- **Twitch** - written notification to Twitch’s Designated Copyright Agent
- **Sound Cloud** - online mechanisms to report copyright infringement
- **Facebook** – can report violations of copyright or trade mark rights
- **TikTok** – online forms to report copyright and trade mark infringement
- **Zoom** – copyright notice by email

(NB: No third party adjudication on platforms such as Facebook).
OTHER IP CONSIDERATIONS

Performing a cover version of someone else’s song (or using someone's photo/IP on social media) can sometimes create a new range of rights under copyright law, but it is important that permission has been sought from the copyright owner(s) and/or licensing arrangements verified, before performing the work or posting online, otherwise you might find yourself on the receiving end of a take-down notification.

Use and protection of trade marks is also important - prevent non-use vulnerability

• Use of trade mark on YouTube videos/subscription services.
• Maintaining use of trade mark on website and other social media platforms.
• Display active measures to maintain trade mark use or projected use.
KEY TAKEAWAYS

When creating, collaborating and sharing your content online via streaming services, it is important to consider:

• The terms of use of the relevant platform/s when you create an account to understand your obligations when uploading content, who will own your content and how you allow others to use your content;

• The tools and recourse available on these platforms to report any potentially infringing conduct; and

• The importance of IP rights (your rights, and the rights of others) and in particular copyright and trade marks in protecting art.