



## Creative Commons Internet Services Policy

### Plain English Summary

The overarching purpose of this Internet Service Policy is to ensure that information provided via the Internet about Creative Commons by our Affiliates is consistent and in the best interests of all those dedicated to CC around the world.

- This Internet Services Policy outlines the requirements to which CC Affiliates must adhere when operating a website, email account, Facebook page, Twitter account or other internet service for a Creative Commons jurisdiction project.
- Affiliates are ultimately responsible for all content on any internet service.
- Any use of internet services must comply with CC's policies and memorandums of understanding.
- Licenses, license choosers, translated documents and legal tools should never be hosted anywhere other than the main Creative Commons website at <http://creativecommons.org>.

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The Internet Services Policy (“Policy”) works in conjunction with the Trademark Policy, Merchandising Policy and other policies available at <http://creativecommons.org/policies>, (collectively “CC Policies”) and the agreements signed by Creative Commons Corporation (“CC” or “Creative Commons”) and its Affiliate(s) (“Affiliate”), which may include a Memorandum of Understanding, Legal Lead Affiliate Agreement, Project Lead Affiliate Agreement or previous incarnations of such agreements (for purposes of this Policy, collectively “MOUs” and each an “MOU”).

### PURPOSE

Creative Commons appreciates the time, energy and hard work that all Affiliates contribute to CC projects around the globe. In order to maximize the impact of those efforts, CC and Affiliates need to work together to ensure a uniform Creative Commons message and protect our most valuable assets, which include our collective goodwill and reputation. We all strive to reach the public and connect with our communities in many ways. The purpose of this Policy is to ensure that information provided via the internet to the public about Creative Commons by our Affiliates is consistent and in the best interests of all those dedicated to CC around the world.

This Policy governs the creation, and use of domain names, email addresses, websites and other internet-based contact points, including but not limited to Twitter accounts and Facebook pages, (collectively, “Internet Services”) used in connection with undertakings by Affiliates in their capacity as such in furtherance of the Project (as described in the MOU), including but not limited to Internet Services containing the Creative Commons Marks (as defined in the Creative Commons Trademark Policy [link]). Websites (as that term is used in this Policy) include both websites for the Project within Affiliate’s jurisdiction (“Project Website”) and websites for more than one jurisdiction, such as websites for a specific geographical or geopolitical region (“Regional Websites”).

## **TERMS OF POLICY**

As confirmed by the signing of the MOU, Creative Commons and Affiliate agree:

- I. Domain Names. If Affiliate chooses to operate a Project Website or Regional Website, the Website must operate at a domain name chosen in accordance with the following:
  - (a) CC Sub-Domains. CC will make available to each jurisdiction a sub-domain for Affiliate to use in conjunction with the Project. The sub-domain will be connected to Creative Commons’ main website currently available at <http://creativecommons.org> (“CC HQ Website”), and consist of xx.creativecommons.org, where xx is the ccTLD top level domain extension for the Project’s jurisdiction.
  - (b) Subdomain Administration. If Affiliate requests that CC establish a sub-domain, CC will grant Affiliate administrator access privileges to the sub-domain for so long as Affiliate is in compliance with this Policy and officially connected with the Project through an MOU.
  - (c) Domain Names Incorporating the Marks. Affiliate acknowledges that CC’s general policy is not to pay to acquire domain names that incorporate the Marks, for example a domain name creativecommons.org.xx or creativecommons.xx, where xx is the ccTLD top level domain extension for the Project’s jurisdiction.
  - (d) Acquiring a Domain Name. Notwithstanding clause (c), where CC has not acquired a domain name that incorporates the Marks in the Project’s jurisdiction, Affiliate may choose to acquire such a domain name at its own cost, provided that:
    - (i) Affiliate notifies CC in advance (if possible) that it intends to acquire the domain name, and whether the domain name will be acquired according to the procedure described in clause I (e) or I (f); and,
    - (ii) Within a reasonable time of acquisition of the domain name, Affiliate notifies CC via [domains@creativecommons.org](mailto:domains@creativecommons.org) that the domain name has been acquired and provides the details of the domain name and the registration data.

(e) Registering in CC's Name. If Affiliate chooses to acquire a domain name that incorporates the Marks and the registration authority's rules permit the domain name to be registered in CC's name, Affiliate must register in CC's name; and,

- (i) Affiliate must contact Creative Commons at [domains@creativecommons.org](mailto:domains@creativecommons.org) for up-to-date registration information;
- (ii) Affiliate should add its own email contact as a secondary contact on the account; and
- (iii) In the event that Affiliate receives a notification from the registration authority that requires a response and has not received any indication from Creative Commons that CC is handling the matter, Affiliate should follow-up with CC. Creative Commons agrees to use reasonable efforts to respond promptly and appropriately to all notifications to ensure the ongoing maintenance of the registration.

(f) Registering in Affiliate's Name. If Affiliate chooses to acquire a domain name that incorporates any of the Marks and the registration authority's rules do not permit the domain name to be registered in CC's name, then Affiliate may register the domain name in its own name provided that:

- (i) Affiliate agrees that it holds the domain name for and on behalf of CC in accordance with the Trademark Policy;
- (ii) Affiliate ensures that the administrative contact on the account will at all times be Affiliate or an authorized legal representative of Affiliate;
- (iii) Affiliate includes the contact [domains@creativecommons.org](mailto:domains@creativecommons.org) as a secondary contact on the registration;
- (iv) If the rules governing the registration of domain names in the Project's jurisdiction change such that CC can hold the domain name in CC's own name, Affiliate will notify Creative Commons within a reasonable time of becoming aware of this change and CC and Affiliate will negotiate and agree as to whether and when the domain name should be transferred to Creative Commons;
- (v) If CC and Affiliate agree to transfer the domain name to Creative Commons, Affiliate will do all things reasonably requested by CC to effect the transfer to CC, at CC's expense; and
- (vi) Affiliate will only transfer the domain name to a third party with the prior written consent of an authorized representative of CC.

(g) Competing Domain Names. Affiliate agrees to notify Creative Commons promptly if Affiliate becomes aware of any domain name registrations in the Project jurisdiction that use any Marks or are similar to any Marks.

II. Website(s) and Public Portal(s). If Affiliate chooses to operate a Project Website, Regional Website or other Internet Service that provides information about Creative Commons, such as a Facebook page or Twitter account (each a “Public Portal” for purposes of this Policy) in their Affiliate capacity for purposes of undertaking activities in connection with the Project, then the following apply:

(a) Purpose of Project Website. The Project Website (if any) are to serve as the principal public information portal about the Project, which should include educational, research and promotional programs that encourage and enable the sharing of work within the Project jurisdiction through the use of the six Creative Commons licenses: Attribution (BY), NoDerivs (BY-ND), NonCommercial (BY-NC), ShareAlike (BY-SA), NonCommercial NoDerivs (BY-NC-ND), and NonCommercial ShareAlike (BY-NC-SA), (collectively “Licenses”); and other legal instruments, such as the CC0 waiver, patent licenses, patent non-assert tools, and other previous and forthcoming licenses and tools published by CC (collectively “Legal Tools”).

(b) Purpose of Regional Website. Regional Websites are to serve as a collaboration point between and among jurisdictions in the region, and provide information about Creative Commons activities in the region as a whole.

(c) Purpose of Public Portal(s). Each Public Portal (if any) is to serve as a secondary or supplemental portal to the Project Website or Regional Website for undertaking activities in connection with the Project or Region and/or providing information about Creative Commons. If there is no existing Project Website or Regional Website, the Public Portal will serve as the principal public information portal and will provide information as stated above in II (a).

(d) Relationship of Public Portals with Website. All Public Portals must provide a link to the main Project Website or Regional Website when it exists, and to the CC HQ Website if no Project Website or Regional Website exists.

(e) Quality. Affiliate will ensure the Website is of a high quality and value consistent with the CC HQ Website and other Creative Commons project websites. CC agrees to provide reasonable assistance to ensure such quality. To this end, CC can facilitate hosting services for the Website with a third-party hosting platform.

(f) Branding. The Project Website will be branded as “Creative Commons [Jurisdiction]” and, in reasonable prominence relative to this main branding, the following statement will appear as a subscript: “A Collaboration between Creative Commons [link to <http://creativecommons.org>] and [Affiliate [link to Affiliate’s website]].” Regional Websites will be branded as “Creative Commons [Region]”.

(g) Disclaimers. The Website will include at a minimum two disclaimers at the bottom of each page: (i) the following agency disclaimer, in the primary language of the Website: “[Affiliate] and Creative Commons Corporation are independent and separate entities. Neither is a partner, agent or employee of the other. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.”; and (ii) a legal disclaimer in the primary language of the Website that clearly states that the Website does not provide legal advice and that using the website does not form any type of legal relationship between Affiliate and users. Public Portals will also include the disclaimers, provided that if such disclaimers do not fit within the space constraints of the portal’s service then Affiliate will provide a reasonably accurate condensation of such disclaimers if possible.

(h) Policies. The Website will include a statement to the effect that “Except where otherwise noted [link to policies page], this site is licensed under a Creative Commons Attribution license.” In keeping with the legal disclaimer and policies page, Affiliate will ensure that nothing provided on the Website constitutes legal advice. Each Website will provide certain policies, as outlined in (i) or (ii) below, as applicable. The Website may not require users to adhere to any new or additional policies without CC’s written consent. Applicable policies are as follows:

- (i) For Websites hosted on CC servers or for which the domain is registered in CC’s name, the CC Policies will apply, and the Websites will include a link on each page to the Creative Commons policies page at <http://creativecommons.org/policies> and CC Terms of Use available at <http://creativecommons.org/terms>; and
- (ii) For Websites not hosted on CC servers and for which the domain is registered to someone other than CC, Affiliate will establish and maintain an appropriate privacy policy, terms of use and other policies that comply with applicable law and do not contradict anything in this Policy.

(i) Look and Feel. The Website will have its own look and feel, distinctive of the particular Project or region but of the same high quality as that of the CC HQ Website. Websites may not mirror or be confusingly similar to the look and feel of the CC HQ Website

(j) Content. Affiliate will ensure the Project Website and Public Portals contain proper content in the appropriate language(s) as chosen by Affiliate and/or English, and in line with the MOU and all applicable CC Policies. Proper content includes, but is not limited to, information about (i) Affiliate(s); (ii) the relevant jurisdiction, in a manner that promotes and encourages the adoption of Creative Commons Licenses and Legal Tools; (iii) Creative Commons’ philosophy, history and mission; (iv) the local and international adoption of Creative Commons licenses, and (v) Creative Commons-related events.

(k) Content Restrictions. Websites and Public Portals will only contain content that promotes the objectives of the collaboration between Affiliate and Creative Commons as described in the MOU. For the avoidance of doubt, this means Websites and Public Portals will not contain, link to or endorse any content that is defamatory, hateful or otherwise discriminatory, offensive or obscene, infringing, illegal or otherwise contrary to the law of the applicable jurisdiction.

(l) Third-Party Contributions. Where Websites or a Public Portal allow third parties to contribute material, Affiliate will adopt a system of review that enables it to monitor this material for compliance with this Policy, the other CC Policies and the MOU, and will promptly remove material that does not comply.

(m) Removal of Content. CC reserves the right to request the removal of any content that fails in CC's sole discretion to conform to the requirements of this Policy, the MOU, or any other applicable CC Policies. Affiliate will respond promptly to such a request.

(n) Infringing Material. If Affiliate receives a notice or becomes aware of any claim or information that a Website or a Public Portal contains content that violates the intellectual property rights of any person, and:

(i) The content is on a Website that is hosted on a Creative Commons server or registered to Creative Commons, Affiliate agrees to send any such notice or claim immediately to [dmca@creativecommons.org](mailto:dmca@creativecommons.org), with relevant information.

(ii) The content is on a Website that is not hosted on a Creative Commons server and is registered to someone other than Creative Commons, Affiliate agrees to comply with all applicable governing its obligations and responsibilities with respect to such material.

(iii) The content is on a Public Portal, Affiliate agrees to use reasonable efforts to remove the content.

(o) Website License. Affiliate will ensure that to the greatest extent possible, all content on a Website or Public Portals is licensed under a Creative Commons Attribution license. Affiliate alone is responsible for ensuring that it has obtained all rights necessary to the content included on a Website and will use best efforts to enable it to be licensed under the CC Attribution license.

(p) Content Syndication. Any content that appears on a Website or Public Portal may be syndicated on the websites of other CC project jurisdictions, Regional Websites and the CC HQ Website, unless expressly indicated otherwise by Affiliate in writing to CC or another Affiliate, as the case may be. Similarly, any and content on the CC HQ Website may be used on the Project Website or Regional Website, unless CC expressly indicates



to the contrary. All third-party content that appears on a Website that is not licensed under the CC-BY license must be clearly marked with its applicable license.

(q) Items that cannot be hosted. The following items will be hosted on the CC HQ Website only: License drafts, final Licenses, legal code, license deeds, HTML, license buttons, Legal Tools (whether in human-readable, lawyer-readable or machine-readable formats, or any other formats whatsoever) and the license chooser engine. For the avoidance of doubt, this means that these items may not be hosted on a Project Website or Regional Website, but the Project Website or Regional Website may link to the items on the CC HQ Website.

(r) Document Translation. If Affiliate or the Affiliate Team wish to translate documents from CC's wiki (<http://wiki.creativecommons.org>), those documents must remain posted (as translated) on the wiki. Websites and Public Portals may link to the documents.

(s) FAQs. The Project Website will include either a link to CC's "Frequently Asked Questions" page available at [http://wiki.creativecommons.org/Frequently\\_Asked\\_Questions](http://wiki.creativecommons.org/Frequently_Asked_Questions) or a "Frequently Asked Questions" page with human readable information about CC topics, licensing and related legal issues customized to the Project's jurisdiction and in the jurisdiction's primary language(s). Regional Websites may include a link to the "Frequently Asked Questions" page.

(t) Developers. The Project Website will contain a link to CC's developers pages available at <http://wiki.creativecommons.org/Developers>. Regional Websites may include a link to the developers page.

(u) Commercial Activity. Websites will not contain third party advertisements, nor shall Websites contain banner ads or promotions by Affiliate for any products or services other than those permitted under the Merchandising Policy or anticipated by the scope of the Project as described by the MOU. Any commercial or other fund-raising activity on Websites or conducted through Project Portals must be approved in advance by Creative Commons' counsel.

(v) Third-Party Hosting. To the extent that CC facilitates hosting services for a Website and a third party hosting platform, CC is not in any way responsible for the provision of the hosting services and Affiliate will contract separately with the third party hosting platform for the provision of these services.

III. Email Addresses and Lists. If Affiliate wishes to create email addresses or email lists for the Project, each email address or list must be operated in accordance with the following:

(a) Email Addresses. Email addresses may correspond to the domain name for the Project, provided that:

- (i) The email addresses are used only to send communications in accordance with the MOU and CC Policies;
- (ii) All emails sent from the email addresses include a footer that makes clear to the recipient that the sender does not work for Creative Commons (e.g. [sender's name], CC [jurisdiction] [Title]) and that clearly states that CC, Affiliate and the contents of the email do not provide legal advice; and,
- (iii) Affiliate agrees to provide email addresses only to persons who are working with Affiliate on the Project in accordance with the MOU, and to terminate a person's email account when that person is no longer working with Affiliate on the Project.

(b) Set-Up of Lists. If Affiliate would like have a mailing list for the jurisdiction, it must be done on Ibiblio (unless otherwise approved by CC) and Affiliate must send the administrators names, administrative password and any updates or changes to administrators or administrative passwords to CC when the list is set-up. To create a new mailing list, send an email to:help@ibiblio.org with desired list name and the name of a chosen administrator.

(c) List Membership. Affiliate will not arbitrarily exclude anyone from membership in the list, and Affiliate will use its discretion when deciding to terminate a person's membership and then only for appropriate reasons.

(d) Moderating Lists. Affiliate will moderate any email lists for the Project fairly and will moderate discussions when necessary to ensure that all list members are allowed to participate fully.

IV. All Internet Services. The following provisions are applicable to all Internet Services maintained or operated by Affiliate in relation to the Project:

(a) Number of Internet Services. There may only be one central Project Website for each Jurisdiction and one Regional Website for a given region. For the avoidance of doubt, this does not preclude the use of supporting sites such as wikis. Public Portals should be limited in number to a reasonable amount. Additional Project Websites or Regional Websites will only be allowed if authorized in writing by Creative Commons.

(b) Costs. Affiliate will be responsible for all costs and expenses associated with administering all Internet Services.

(c) Delegation. Affiliate may grant administrative access for the Internet Services to a reasonable number of people for the purpose of maintaining the Internet Services in accordance with this Policy and the MOU. Affiliate will use its best judgment in deciding who will be allowed administrative access to the Internet Services. Affiliate will at all times remain ultimately responsible for ensuring that all Internet Services comply with this Policy, the MOU, and other CC Policies. Affiliate will terminate access



granted to others if instructed to do so by Creative Commons. For the avoidance of doubt, CC will only instruct Affiliate to terminate another's administrative access privileges if CC decides, in its sole discretion, that the access privilege is not being used in accordance with this Policy and the MOU.

(d) Conduct. Affiliate, the Affiliate Team (as defined in the MOU) and others authorized as administrators of a Project Website or Regional Website in accordance with this Policy will work together with the relevant jurisdiction community, the CC Affiliate Network (as defined in the MOU), and Creative Commons, adhering to a high standard of civility, fairness, ethics and general conduct with each other. Affiliate and the Affiliate Team will engage in consensus-based decision-making on matters relating to administration of the Internet Services, using reasonable efforts to maintain, improve and operate the Internet Services for the purposes contemplated in furtherance of CC's mission. Everyone with administrative access to an Internet Service registered to Creative Commons or hosted on CC's servers agrees to comply with the Creative Commons Terms of Use available at <http://creativecommons.org/terms>.

(e) Transfer of Internet Services. If Affiliate discontinues its official relationship with Creative Commons, habitually fails to adhere to this Policy, or if CC reasonably determines that a transfer is in the best interests of the maintenance and control of the domain name and the Marks, Affiliate agrees that CC may direct Affiliate to transfer to Creative Commons or a third party (and Affiliate will cooperate with CC in doing so):

- (i) Any domain name registered to someone other than CC;
- (ii) The entire Website, intact (to the extent not otherwise prohibited by third-party license terms); and
- (iii) Administrative access to any Public Portal, including changing all login ids and passwords as directed by Creative Commons.