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TECHNICAL
REPORT

colour inside

Multimedia home server systems – Relationship between the content usage contract and the digital rights permission code

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MULTIMEDIA HOME SERVER SYSTEMS – RELATIONSHIP BETWEEN THE CONTENT USAGE CONTRACT AND THE DIGITAL RIGHTS PERMISSION CODE

FOREWORD

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IEC/TR 62865, which is a technical report, has been prepared by technical area 8: Multimedia home server systems, of IEC technical committee 100: Audio, video and multimedia systems and equipment.

The text of this technical report is based on the following documents:

Enquiry draft	Report on voting
100/2133/DTR	100/2173/RVC

Full information on the voting for the approval of this technical report can be found in the report on voting indicated in the above table.

This publication has been drafted in accordance with the ISO/IEC Directives, Part 2.

The committee has decided that the contents of this publication will remain unchanged until the stability date indicated on the IEC web site under "http://webstore.iec.ch" in the data related to the specific publication. At this date, the publication will be

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- withdrawn,
- replaced by a revised edition, or
- amended.

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INTRODUCTION

Background

IEC 62227, which was published as an International Standard in 2008, provides technical specifications for encoding permission information by which rights holders grant consumers permission to use digital content in the field of digital content distribution. Since IEC 62227's publication, remarkable technological progress in this field has paved the way for new forms of content usage, such as content consumption using cloud technology and content sharing on social networks.

Given the ongoing technical evolution, TC 100, technical area 8, has been working on the second edition of IEC 62227 by taking into account the new modes of usage in this new edition.

For this task, in addition to the new modes of usage, separate reviews were carried out as to the relationship between the digital rights permission code (DRPC, the underlying technical specifications that were defined in IEC 62227) and the content usage contract, in order to identify items that should be reflected in the second edition. The content usage contract, which is made between the content rights holder(s) and the content users, serves as the basis for the contents of DRPC. It was concluded that the findings should be summarized as a Technical Report, i.e. this report.

At the same time, because few guiding material on IEC 62227 is available for the content rights holders who, in practice, grant permission by means of a Digital Rights Permission Code, this Technical Report has been prepared for these rights holders. This report starts therefore by referring to the content usage contract, with which they are familiar, followed by a discussion of its relationship with IEC 62227:2008.

Readers who are engineers may find this Technical Report lengthy, because it contains an explanation of the content usage contract in addition to technical descriptions.

Overview

IEC 62227, which defines the DRPC system, is structured in such a way that the information required by engineers who are familiar with how permission information is coded can easily access it.

However, the present DRPC does not cover the entire content usage contract that stands behind usage permission conditions, because it focuses on encoding the usage permission conditions as the minimum requirement for the management of content usage on devices. Accordingly, DRPC does not encompass some stipulatory items (e.g., disclaimers, content guarantee, descriptions about confidentiality and cancellation, matters for consultation, applicable laws, etc.) that will be dealt with not by the devices but by the content providers and/or content users themselves.

On the other hand, people working on the frontlines of the content distribution business are faced with daily challenges, including taking countermeasures against illegal distribution of digital content, apportioning royalties among rights holders, and the like. It is fair to say that the above-mentioned content usage contract alone is neither sufficient to eradicate unauthorized distribution of content nor helpful in simplifying apportioning processes.

This Technical Report discusses content usage contracts that are actually used and shows how DRPC can be applied to them. In doing so, it clarifies the relationship between the content usage contract and DRPC and as such it can serve as a guide to solving the above-mentioned challenges.

This Technical Report also presents a guide to possible applications of DRPC to the management of content usage permission in real business fields, aiming at people engaged in the management of permission, including those working in the information processing sector

and in the legal arena, as well as engineers engaged in the generation and management of DRPC.

At the same time, this Technical Report seeks to improve convenience for people involved in any way in content usage permission by making DRPC-assisted management of usage permission more real life oriented, based on discussion of conditions that IEC 62227 lacks.

MULTIMEDIA HOME SERVER SYSTEMS – RELATIONSHIP BETWEEN THE CONTENT USAGE CONTRACT AND THE DIGITAL RIGHTS PERMISSION CODE

1 Scope

This Technical Report provides a guide to implementing DRPC. Specifically, it defines the relationship between the content usage contract, which serves as the basis for permission management, and DRPC. The protection of content and the application of watermark technology are beyond the scope of this report.

2 Normative references

The following documents, in whole or in part, are normatively referenced in this document and are indispensable for its application. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.

IEC 62227:2008, *Multimedia home server systems – Digital rights permission code*

3 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

3.1
allocation of royalties
act of royalty payments

3.2
child permission code
permission code issued for an individual piece of content belonging to a larger group

3.3
compliant device
device that possesses functions to control content access as specified in a compliant license

3.4
content identifier
identifier that uniquely identifies content

3.5
content usage contract
contract that specifies a type of usage, a way of usage and a term of usage which are concluded by content distributors

3.6
copy
usage type that permits the copying of content to a compliant medium under a reuse permission

Note 1 to entry: Permission conditions are further specified in the condition parameters.

3.7
coupon
fee-based permission that uses coupons, a form of alternative currency that can be exchanged for a given piece of content

Note 1 to entry: Coupons are distributed to users by the content sponsor in order to increase user contact with that sponsor.

3.8
data management
permission condition that describes conditions that pertain to saving the original content or re-issuing permission codes

3.9
data output condition
permission condition that describes conditions that pertain to exporting original content to non-compliant objects

3.10
disclaimer
refusal of the responsibility of a service provider in a specified case pertaining to a service agreement

3.11
domain
set of devices, users, storage media or other entities to which a common set of rules applies in the context of content management

3.12
export
usage type that permits the exporting of content to a noncompliant medium under a reuse permission

Note 1 to entry: Permission conditions are further specified in the condition parameters.

3.13
general usage condition
permission condition that describes conditions on a usage mode basis

3.14
home server
client device that serves as a gateway to a home domain

3.15
illegal distribution
content is illegally distributed over the Internet

3.16
issuer identifier
identifier that uniquely identifies a rights holder, a service provider and a home server

3.17
move
usage type that permits the moving of content to a compliant medium under a reuse permission

Note 1 to entry: Permission conditions are further specified in the condition parameters.

3.18
narrowly-defined permission code
code system that expresses various sets of permission information and permission conditions necessary for content transmission

3.19
parent permission code
permission code issued for a group of content

3.20
permission
act by a certain issuing entity that authorizes the use of content by a certain receiving entity under a certain set of permission classifications and usage conditions

Note 1 to entry: The issuing entity and/or the receiving entity may be not only human but may also be a device, storage medium, organization, domain, or another entity.

3.21
permission classification
permission type that expresses stipulations about what is being granted

3.22
permission code
code system that represents codes through a common system so that permissions from two parties with differing DRM implementations can interact with each other

3.23
posting sites
website which enables people to upload and share their contents with others

3.24
prohibited matters
description that defines matters which a service provider forbids a content user to do based on a service agreement

3.25
provider's rights
statement that refers to rights of a service provider which are granted by a service agreement

3.26
receiver identifier
identifier that uniquely identifies an end-user, a device and a set of end-users

3.27
royalties
dividend that is distributed from a permission receiver to a permission issuer

3.28
service agreement
contract that specifies various kinds of agreements about using services between a permission issuer and a permission receiver

3.29
service description
statement that defines a service content, for example a service name and a service period, etc., based on a service agreement

3.30
subscription
fee-based permission that charges per time period

3.31
user's rights
statement that refers to a right of a content user which is granted on a service agreement

4 Abbreviations

For the purposes of this Technical Report, the following abbreviations apply.

CD	Compact Disc
CH	Content Holder
CP	Content Provider
CPRM	Content Protection for Recordable Media
CSP	Content Service Provider
DCF	DRM Content Format
DRM	Digital Rights Management (System)
DRPC	Digital Rights Permission Code
DVD	Digital Versatile Disc
HD	High Definition
HDD	Hard Disk Drive
ID	Identifier
SAFIA	Security Architecture For Intelligent Attachment
WMT	Windows Media Technology

5 Purpose and justification of this Technical Report

5.1 General

This Technical Report provides a guide to possible applications of DRPC to content usage permission in business fields, aiming at people engaged in the management of permission, including those working in the information processing sector and in the legal arena.

5.2 Purpose

This Technical Report aims to achieve the following.

- Analyze the relationship between a content usage contract and DRPC.
- Present a guide to generating DRPC based on a content usage contract that is managed by a permission management platform.

6 Services covered in the study

6.1 General

This Technical Report studied the terms of service of the following seven major digital content distribution services of Japan and the US as explicit examples of contracts regarding digital content distribution, the results of which are shown below.

6.2   iTUNES STORE^{TM}1

An online content store operated by iTunes Inc. It initially started as an online music store; now it also offers movies for purchase and downloading, as well as a Podcasting services. Portable devices for playback are limited to Apple's iPod^{TM}, iPhone^{TM}, and iPad^{TM}, although these services are compatible with Windows machines on an operating system level.

See (http://www.apple.com/jp/itunes/).

6.3   Amazon.com^{TM}2

An EC site run by Amazon.com. The product range on offer has expanded from books to home appliances, audio-visual equipment, clothing, and even food and beverages. Its offerings of digital content are limited to e-books, MP3-formatted music, and some PC software.

See (http://www.amazon.com/).

6.4   AcTVila^{TM}3

A service that distributes movies and dramas through AcTVila-compatible TVs and recorders, operated by Actvila Corporation. The content on offer also includes weather information, news, and traffic information. This service is available only in Japan.

See (http://actvila.jp/).

6.5   TSUTAYA TV^{TM}4

A video distribution service operated by TSUTAYA.com Co., Ltd. The content on offer includes movies, dramas, cartoons, and sports/music videos. The service is available only in Japan.

See (http://tsutaya-tv.jp/).

6.6   mora win^{TM}5

A Windows Media-compatible music distribution service operated by Label Gate Co., Ltd. Companies supplying content include major Japanese labels such as avex, Columbia, and Sony Music Entertainment. This service is available only in Japan.

See (http://morawin.jp/).

6.7   MAGASTORE^{TM}6

An online e-magazine store that Dentsu Inc. operates using technology developed by YAPPA Corporation. Its e-magazine catalog contains major magazines published in Japan whose

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content can be read on PCs, iOS^{TM}7 devices, and Android^{TM}8 terminals. This service is available only in Japan.

See (http://www.magastore.jp/).

6.8 Spotify^{TM}9

A music streaming service offered in nine countries, namely, Sweden, Denmark, Finland, Norway, the UK, France, the Netherlands, Spain, and the US. Its content is provided by EMI, Sony Music Entertainment, Universal Music, and Warner Music. There are two membership categories: free membership with ad inserts and paid membership without ads.

See (http://www.spotify.com/).

6.9 NETFLIX^{TM}10

A video distribution service provided by NETFLIX Inc. Movies and TV programs are distributed via such devices as PCs, iOS devices, Android terminals and Wii^{TM} 11, PlayStation 3^{TM} 12, XBOX360^{TM} 13, and other game machines. Started in the US, the service area has expanded to Canada, Latin America, and Caribbean countries.

See (https://signup.netflix.com/global).

7 Relationship between permission and the content usage contract

7.1 General

The following subclauses explain the difference between permission and a content usage contract in digital content distribution.

7.2 What is permission?

In a general interpretation based on legal concepts, permission refers to a unilateral manifestation of the intention of a rights holder regarding the content under her/his ownership.

The permission details are unilaterally expressed by the rights holder and as such do not require a mutual consensus between two parties.

If the person holding the rights is called the content holder (CH, rights holder) and the person receiving the permission is called the content provider (CP, or content service provider (CSP)), then their relationship can be illustrated as shown in Figure 1.

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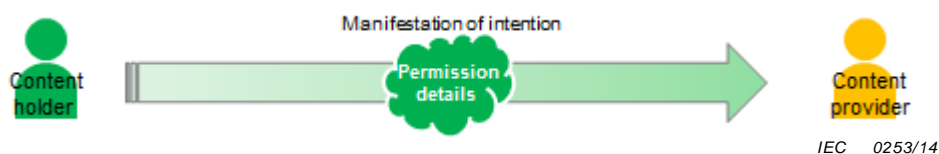
Figure 1 – Permission based on legal analysis

7.3   What is a content usage contract?

A contract is an agreement entered into by two or more parties based on mutual consensus, as shown in Figure 2. A content usage contract for digital content distribution describes details that have been agreed upon and concluded between the concerned parties (e.g., between a rights holder and a content holder, between a content holder and a content provider, etc.) regarding details of transactions, including usage permission based on the manifestation of intention regarding content usage expressed by the rights holder of that content. The content of the contract becomes more specific based on discussions by the concerned parties and this normally takes the shape of a written agreement in the end. IEC 62227 enables the encoding of the minimum usage permission information required on devices for the distribution of each digital content based on a content usage contract.

According to legal concepts, oral consent is essentially considered a valid contract. However, normal business practices include such actions as drafting/signing/binding an agreement and affixing a seal over two edges in order to maintain physical evidence as well as to reconfirm the understanding of the concerned parties.

IEC   0254/14
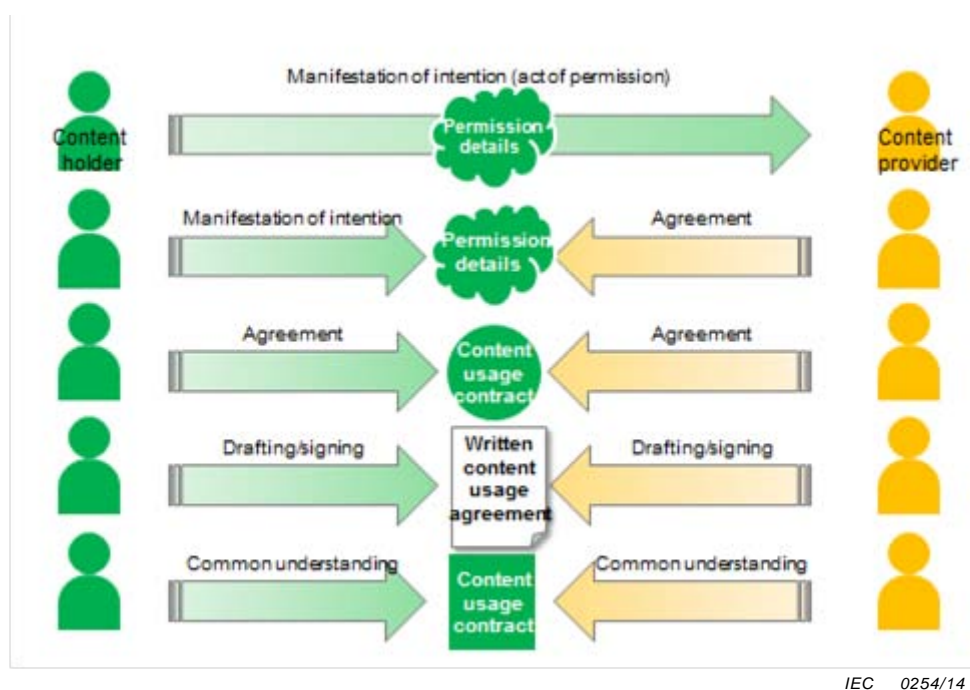
Figure 2 – The making of a contract

8   Value chain in the distribution of digital content

8.1   General

The following subclauses explain the structure of the value chain and the stakeholders in the distribution of digital content, as shown in Figure 3.

8.2 Rights holder

A rights holder is any individual, organization, or group that is involved in the production of content in any way and recognized as holding part of the rights to the relevant content.

A rights holder may be a songwriter and/or composer of a musical piece, a screenwriter, director, assistant director, and/or performer of a movie, an author and/or editor of a book, or a developer of software. However, the rights holder is beyond the scope of this Technical Report, which focuses on the value chain from the content holder onward.

8.3 Content holder

A content holder is any corporation, organization, or group that possesses usage rights to an individual content, including its reproduction and/or publishing rights. A typical content holder may be a record company, publishing company, or distribution company. A content holder assumes the role of allocating revenues from the content among the rights holders.

8.4 Content provider

A content provider is a company that distributes content purchased from a content holder (or developed internally) on its own platform or the platform of others. A content provider may be a service provider, because it distributes the content on its own platform in some cases.

8.5 Service provider

A service provider is a company that provides a platform for distributing content as its service. A service provider may be positioned as a content provider because service providers distribute their own content in some cases.

8.6 User

A user is an end user, i.e., an individual who downloads content from various content/service providers onto his/her own device. She/he accesses each content/service provider after agreeing to the terms of service and downloads each content on the platform provided by the corresponding content/service provider, either free of charge or on a paid basis.

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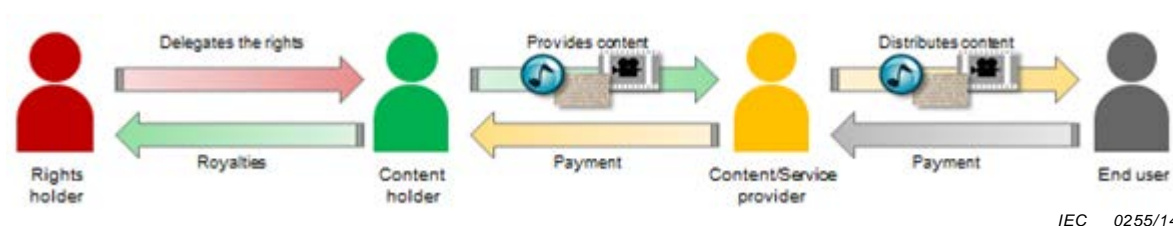
Figure 3 – Value chain of the digital content business

9 Basic contract and individual contract for each link in the value chain in the distribution of digital content

9.1 General

9.1.1 Contracts

There are two types of contracts in the value chain of digital content distribution, as shown in Figure 4 and as specified in 9.1.2 and 9.1.3.

9.1.2   Basic contract

A general agreement on a transaction, including the details of content usage permission. (A content usage contract is concluded between the content holder and the content/service provider. A service agreement is concluded between the content/service provider and the end user.)

9.1.3   Individual contract

An agreement regarding the usage of each content. (It is a catalog of conditions applied to each content in the case of a contract between a content holder and a content/service provider and the act of purchasing through downloading or rental-based streaming in the case of a transaction between a content/service provider and an end user.)

The two types of contract involving content/service providers and end users can be summarized as shown in Figure 4.
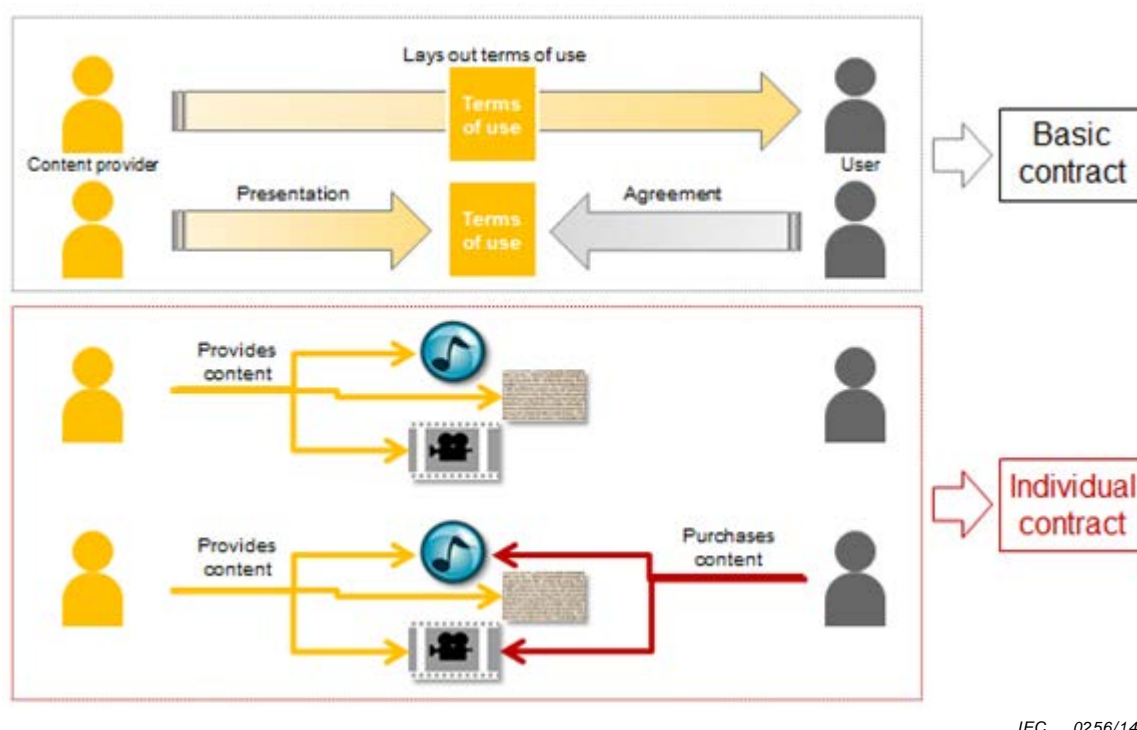
IEC   0256/14

Figure 4 – Basic contract and individual contract

9.2   Basic contract between the content holder and the content provider (content usage contract)

A "content usage agreement" is entered into as a basic contract between a content holder and a content provider.

The basic contract stipulates among others the period of permitted use, the amount of payment for the use, matters related to termination of the contract, matters for consultation, applicable laws, and court of jurisdiction. Nevertheless, there exists a wide variety of forms, names, details, and measures, all of which are defined by the concerned parties depending in part on the covered content and the method of distribution.

Because this contract is signed between corporations, it can be regarded as a "B2B" type contract, whose elements are shown in Table 1 by using the DRPC system in IEC 62227.

Table 1 – Elements of the content usage contract as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code
Content holder	Content provider	Content for distribution	Basic conditions for usage permission

9.3 Individual contract between content holder and content provider (catalog)

For each content, the content holder and the content provider conclude an individual contract in the form of a catalog. Its contents are governed by the above-mentioned basic contract and various permission conditions applied to individual cases are defined in it, e.g., name, type (music, book, or video; in the case of video, whether it is a music video or a movie, etc.), period of permitted use, form of service provided (rental streaming, purchase by download, etc.).

That is to say, there exists a basic contract valid for one year or any given period as the base upon which an individual contract describing more detailed permission conditions applicable to each single content is concluded.

Because this contract is signed between businesses, it can be regarded as a "B2B" type contract, whose elements are expressed in Table 2 by using the DRPC system in IEC 62227.

Table 2 – Elements of an individual contract (catalog) as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code
Content holder	Content provider	Each content for which use is permitted	Permission conditions applied to each content

9.4 Basic contract between content or service provider and user (terms of use of service)

A content provider or a service provider (see NOTE below) prepares "terms of use of service" for users. The terms of use are neither drafted nor agreed upon by mutual discussion and therefore are different from a "content usage agreement". Nevertheless, this is regarded as a basic contract.

Terms of use of service are unilaterally presented by the content/service provider when a user wishes to start using the service and she/he can choose to either "agree" or "not agree." If the choice is "not agree," she/he cannot use the service.

Matters mainly described in the terms of use of service specify permitted and prohibited acts by a user, as well as the rights claimed by the content/service provider.

Because this contract is signed between a business and a user, it can be regarded as a "B2C" type contract, whose elements are expressed in Table 3 by using the DRPC system in IEC 62227.

NOTE   They are considered similar in kind here for the sake of convenience because they can be interchangeable depending on whether the company distributes the content on its own platform or not.

Table 3 – Elements of the terms of use of service as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code
Content/Service provider	Individual user	Content for distribution	Permission conditions serving as the base

9.5 Individual contract relating to the purchase or free-of-charge use of content by users

For the purchase or free-of-charge use of content on the provider's platform by users, an individual contract is concluded for each case. That is to say, the act by a user of selecting specific content available on the provider's platform and buying or using the content free of charge is considered to constitute an individual contract.

Unlike the catalog of a B2B type contract, this individual contract does not take the form of a written document. Nevertheless, the user's act of purchasing content or using content free of charge is interpreted as the user's agreeing to the usage conditions applied to the content offered by the provider and therefore an individual contract is considered to have been concluded.

Elements contained in an individual contract of a "B2C" type are shown in Table 4 by using the DRPC system in IEC 62227.

**Table 4 – Elements of an individual contract for
downloading (streaming) content as summarized by IEC 62227:2008**

Issuer identifier	Receiver identifier	Content identifier	N permission code
Content/Service provider	Individual user	Each individual content selected by the user	Permission conditions applied to each individual content

10 Examples of content usage contracts and DRPC in digital content distribution

10.1 General

As actual examples of basic contracts and individual contracts, the following subclauses summarize the terms of service as well as digital content to be downloaded of seven major services offered in Japan and the US by using elements of DRPC.

10.2 iTUNES STORE

10.2.1 Basic contract

Elements contained in a basic contract of iTunes store are shown in Table 5 by using the DRPC system in IEC 62227.

Table 5 – Basic contract of the iTUNES STORE as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
iTunes store	Individual user	Content on offer for distribution	none	Playback period[a] Playback time limit[a] Dual output limit Age limit	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters
[a] Applicable only to movies.							

10.2.2   Individual contract

Elements contained in an individual contract of an iTunes store are shown in Table 6 by using the DRPC system in IEC 62227.

Table 6 – Individual contract of the iTUNES STORE as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission Classification	General usage condition	Data management	Data output condition	
Apple	Individual user	Cool Struttin' (The Rudy Van Gelder Edition Remastered)	○	○	○	○	none

Regarding the apps produced/provided by a third party [i.e., other than Apple] and offered on Mac App Store/App Store, the user is required to have entered into a Licensed Application End User License Agreement with the third party. In such a case, the issuer identifier and the receiver identifier are the "application provider" and the "user" respectively, as shown in Table 7.

**Table 7 – Individual contract of the iTUNES STORE
as summarized by IEC 62227:2008 – Third Party**

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Application provider	Individual user	–	○	○	○	○	none

10.3   Amazon.com

10.3.1   Basic contract

Elements contained in a basic contract of Amazon.com are shown in Table 8 by using the DRPC system in IEC 62227.

Table 8 – Basic contract of Amazon.com as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Amazon.com	Individual user	Content on offer for distribution	none	Age limit	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.3.2   Individual contract

Elements contained in an individual contract of Amazon.com for a music content are shown in Table 9 by using the DRPC system in IEC 62227.

Table 9 – Individual contract of Amazon.com
as summarized by IEC 62227:2008 – Music

| Issuer identifier | Receiver identifier | Content identifier | N permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
Amazon.com International Sales, Inc.	Individual user	–	○	○	○	○	none

Elements contained in an individual contract of Amazon.com for a PC software are shown in Table 10 by using the DRPC system in IEC 62227.

Table 10 – Individual contract of Amazon.com as
summarized by IEC 62227:2008 – PC software

| Issuer identifier | Receiver identifier | Content identifier | N Permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
Amazon Services International, Inc.	Individual user	-	○	○	○	○	none

10.4   AcTVila

10.4.1   Basic contract

Elements contained in a basic contract of AcTVila are shown in Table 11 by using the DRPC system in IEC 62227.

Table 11 – Basic Contract of AcTVila as summarized by IEC 62227:2008

| Issuer identifier | Receiver identifier | Content identifier | N permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
AcTVila	Individual user	Movies on offer for distribution	none	none	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.4.2 Individual contract

Elements contained in an individual contract of AcTVila are shown in Table 12 by using the DRPC system in IEC 62227.

Table 12 – Individual contract of AcTVila as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
AcTVila	Individual user	-	○	○	○	○	none

When the content is distributed through AcTVila Basic, the Issuer identifier is "AcTVila partner's website" or "other partner's service", as shown in Table 13.

Table 13 – Individual contract for content provided through "AcTVila Basic" as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
AcTVila Partner's website or other partner's service	Individual user	—	○	○	○	○	none

10.5 TSUTAYA TV

10.5.1 Basic contract

Elements contained in a basic contract of TSUTAYA TV are shown in Table 14 by using the DRPC system in IEC 62227.

Table 14 – Basic contract of TSUTAYA TV as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
TSUTAYA.com	Individual user	Movies on offer for distribution	none	Age limit	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.5.2 Individual contract

Elements contained in an individual contract of TSUTAYA TV are shown in Table 15 by using the DRPC system in IEC 62227.

Table 15 – Individual contract of TSUTAYA TV as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
TSUTAYA.com	Individual user	-	○	○	○	○	none

10.6 mora win

10.6.1 Basic contract

Elements contained in a basic contract of mora win are shown in Table 16 by using the DRPC system in IEC 62227.

Table 16 – Basic contract of mora win as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Label gate	Individual user	Music on offer for distribution	none	none	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.6.2 Individual contract

Elements contained in an individual contract of mora win are shown in Table 17 by using the DRPC system in IEC 62227.

For mora win also, the issuer identifier may be either "Label Gate" or "music provider" depending on the content.

Table 17 – Individual contract of mora win as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Label Gate	Individual user	–	○	○	○	○	none

Elements contained in an individual contract of mora win for a music provider are shown in Table 18 by using the DRPC system in IEC 62227.

**Table 18 – Individual contract of mora win as summarized
by IEC 62227:2008 – Music provider**

| Issuer identifier | Receiver identifier | Content identifier | N permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
Music provider	Individual user	–	○	○	○	○	none

10.7 MAGASTORE

10.7.1 Basic contract

Elements contained in a basic contract of MAGASTORE are shown in Table 19 by using the DRPC system in IEC 62227.

Table 19 – Basic contract of MAGASTORE as summarized by IEC 62227:2008

| Issuer identifier | Receiver identifier | Content identifier | N Permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
Dentsu	Individual user	Digital magazines on offer for distribution	none	none	none	Copy limit	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.7.2 Individual contract

Elements contained in an individual contract of MAGASTORE are shown in Table 20 by using the DRPC system in IEC 62227.

Table 20 – Individual contract of MAGASTORE as summarized by IEC 62227:2008

| Issuer identifier | Receiver identifier | Content identifier | N permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
Dentsu	Individual user	–	○	○	○	○	none

10.8 Spotify

10.8.1 Basic contract

Elements contained in a basic contract of Spotify are shown in Table 21 by using the DRPC system in IEC 62227.

Table 21 – Basic contract of spotify as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Spotify	Individual user	Music on offer for distribution	none	none	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.8.2　Individual contract

Elements contained in an individual contract of Spotify are shown in Table 22 by using the DRPC system in IEC 62227.

Table 22 – Individual contract of Spotify as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N Permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Spotify	Individual user	—	○	○	○	○	none

10.9　NETFLIX

10.9.1　Basic contract

Elements contained in a basic contract of NETFLIX are shown in Table 23 by using the DRPC system in IEC 62227.

Table 23 – Basic contract of NETFLIX as summarized by IEC 62227:2008

Issuer identifier	Receiver identifier	Content identifier	N Permission code				Others
			Permission classification	General usage condition	Data management	Data output condition	
Netflix Inc.	Individual user	Movies on offer for distribution	none	Dual output restriction	none	none	Service description Disclaimer Provider's rights User's rights Prohibited matters

10.9.2   Individual contract

Elements contained in an individual contract of NETFLIX are shown in Table 24 by using the DRPC system in IEC 62227.

Table 24 – Individual contract of NETFLIX as summarized by IEC 62227:2008

| Issuer identifier | Receiver identifier | Content identifier | N permission code | | | | Others |
			Permission classification	General usage condition	Data management	Data output condition	
Netflix Inc.	Individual user	–	○	○	○	○	none

11   Applicability of DRPC to content usage contracts for digital content distribution

11.1   General

The following describes the status of measures against illegal distribution and the challenges they face, as well as expected benefits brought by DRPC as a solution to defeat piracy. Note that 11.2, 11.3 and 11.4 relate to the current distribution of content and the examples presented do not integrate DRPC. On the other hand, 11.5 introduces examples whose content is embedded with DRPC and whose distribution systems are capable of detecting the embedded DRPC.

11.2   Status and challenges of countermeasures against illegal content distribution

11.2.1   General

The current countermeasures against illegal distribution pose the problem of not being able to distinguish a legal product from an illegal product by looking at the content offered on websites. Generally, there exist no means of discerning the legality or illegality of content uploaded onto various posting sites, and it is therefore difficult to delete or request the deletion of illegally uploaded content.

Although several solutions to combat illegally uploaded content are available, none of them can eradicate unlawful content because each has some weak points, see Figure 5.

IEC   0257/14
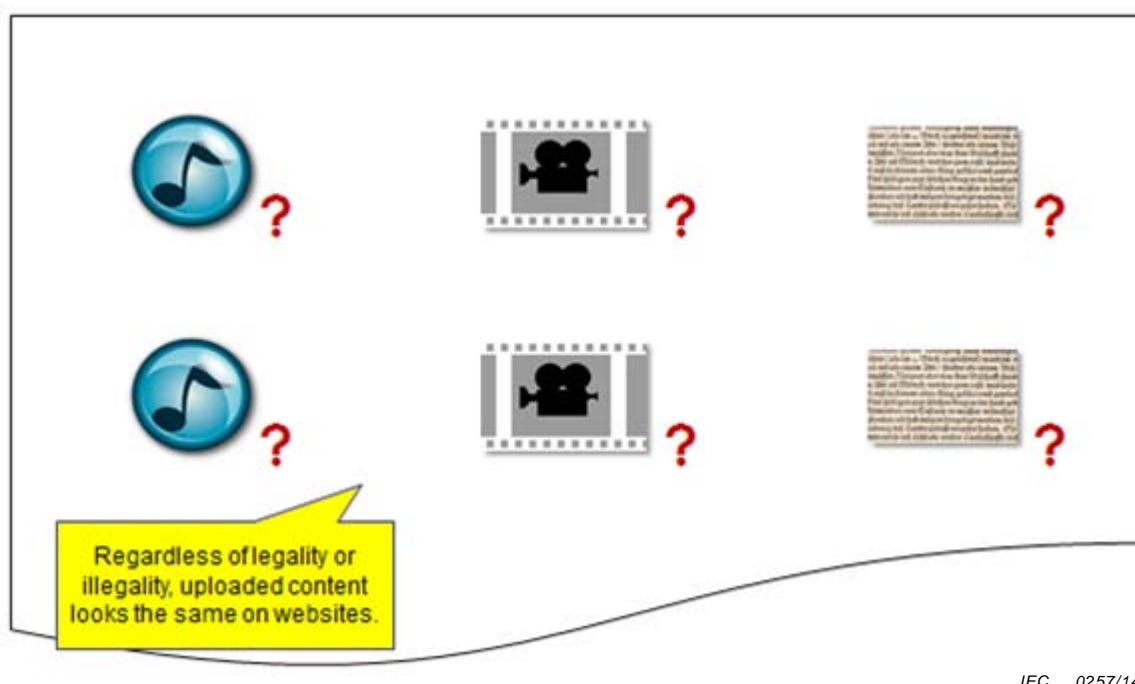
Figure 5 – Content uploaded onto posting sites

11.2.2   Current countermeasure 1: Content check function on the website

One of the existing solutions is a method of judging the legality of uploaded content by a posting site's system. This method works by the site administrator comparing the uploaded content with content preregistered as legitimate, to control uploading.

However, there are cases where a poster or a posting site does not use or does not provide such a system, which makes it impossible to detect illegal content and eradicate illegally distributed content, see Figure 6.

IEC   0258/14
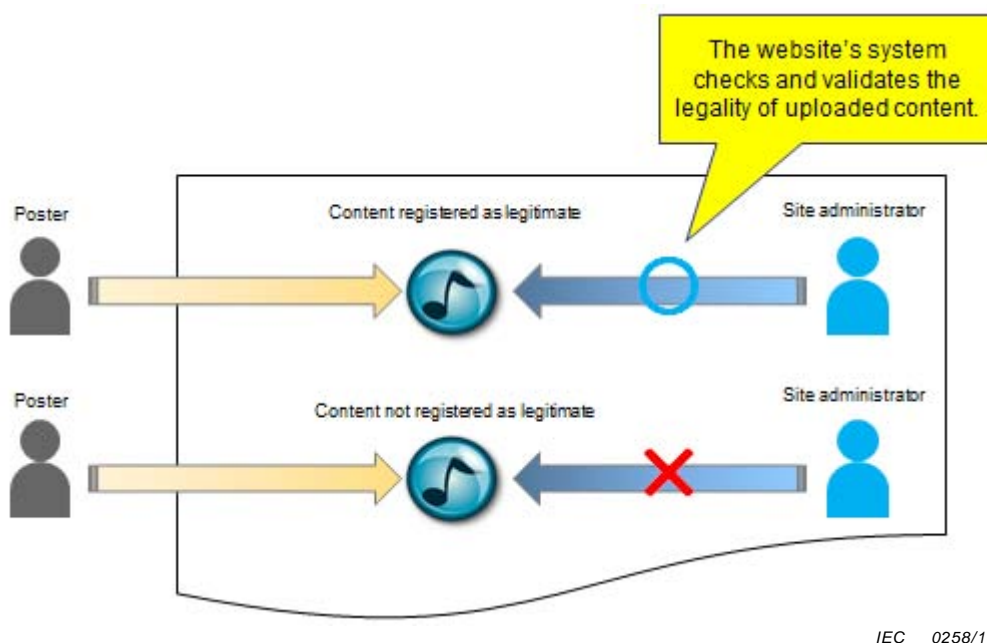
**Figure 6 – Validation through a content check
function provided by the site administrator**

11.2.3 Current countermeasure 2: Validation of poster

Another solution currently in use is checking and validating the content poster in order to judge the legality/illegality of the content, whereby the site administrator checks if the poster is "official" when content is uploaded to the website.

However, this method does not allow the site administrator to declare the illegality of uploaded content when she/he cannot determine if the poster is "official" or not. Failing to confirm the legality of the uploaded content makes this countermeasure incomplete, see Figure 7.

IEC   0259/14
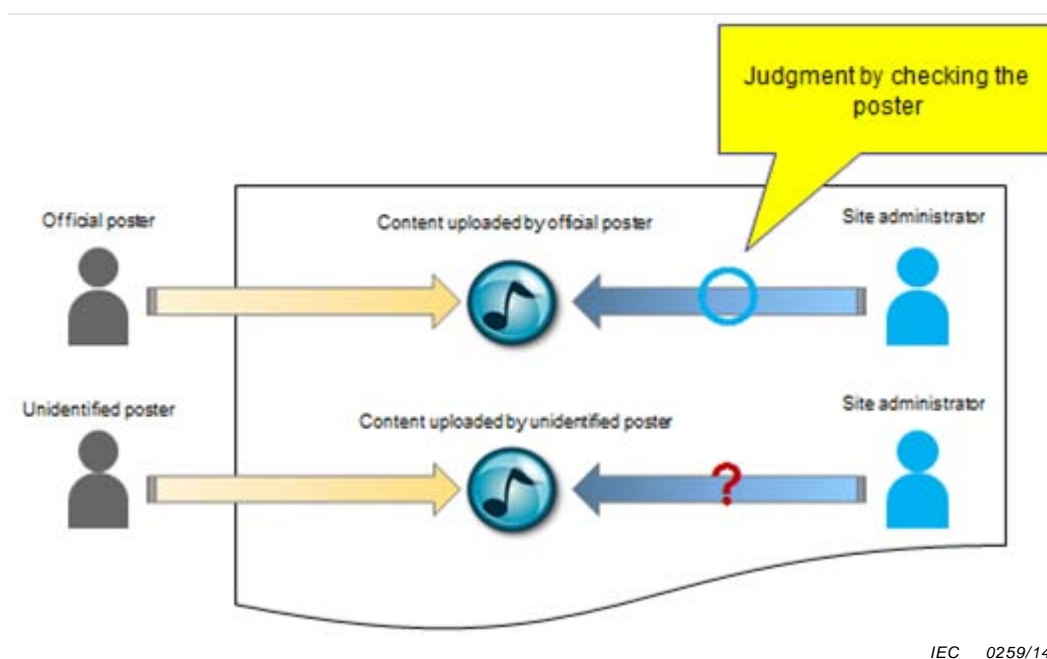
Figure 7 – Judgment based on validation of the poster by the site administrator

11.2.4 Current countermeasure 3: Use of alert system

Another method is an alert system that notifies posting sites. In this case, a user, a rights holder, or companies consigned by a rights holder notify the site administrator via an appropriate route when doubtful elements are found in uploaded content. The site administrator then decides whether or not to allow the uploaded content to remain on the site.

This method is also incomplete because it requires constant monitoring of posting sites and leaves open the possibility of the site administrator "ignoring" the notification. Moreover, it is difficult in practice for the site administrator to declare that the content in question is illegal unless sufficient information to determine its illegality is obtained from it, see Figure 8.

IEC   0260/14
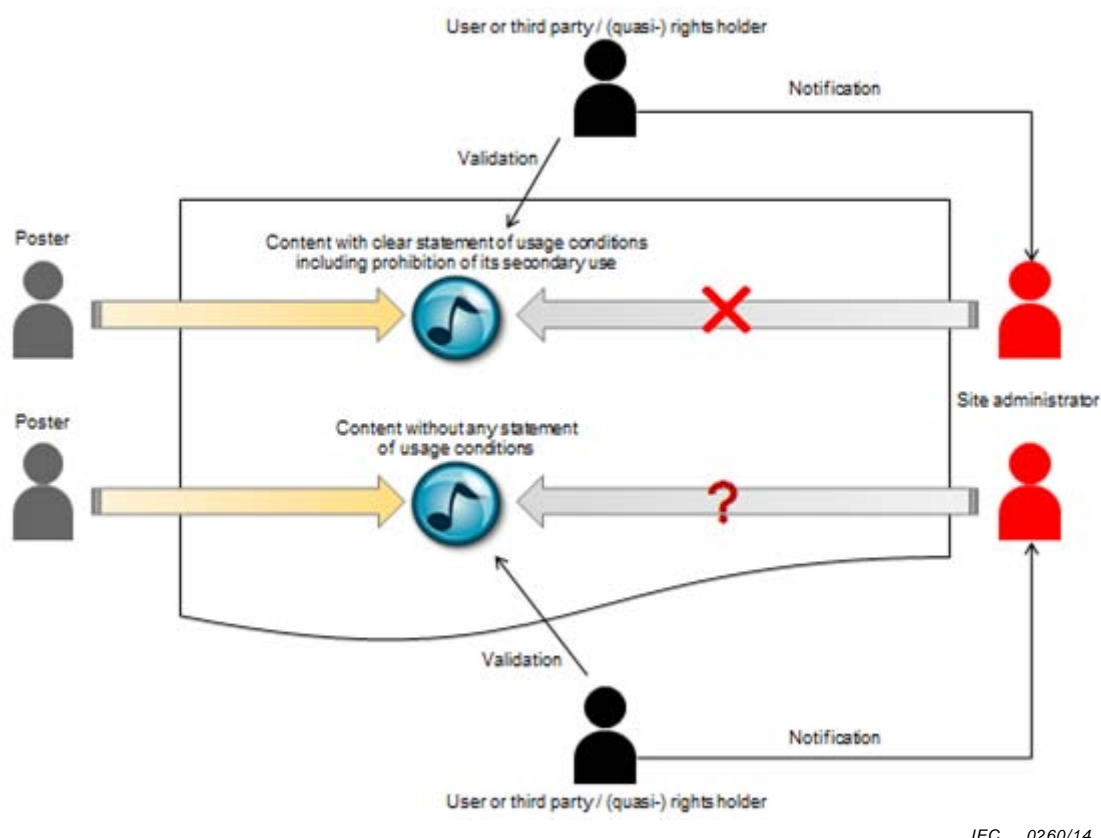
Figure 8 – Judgment based on notification by a third party

11.3   Countermeasures against illegal content distribution based on the content usage contract

11.3.1   General

The following subclauses present several cases of uploading of content based on the assumption that the posted content is NOT embedded with DRPC. The cases include uploading based on an appropriate content usage contract and uploading of content illegally downloaded from another site. Possible measures against illegal distribution are also discussed.

11.3.2   Case 1: Authorized use of content in accordance with the terms of the use agreement

In the event that a poster posts content for which permission for secondary use is granted by the content/service provider, including uploading the content to another posting site, the uploaded content should be treated as legal. However, due to the lack of DRPC, the content may not be considered legal by the posting site because it is impossible to make a judgment on the posting site even if the content is legal, see Figure 9.

IEC   0261/14

Figure 9 – Uploading of content whose secondary use is authorized by the content usage contract

11.3.3 Case 2: Unauthorized use of content contrary to the terms of the use agreement

In the event that a poster posts content for which secondary use is prohibited by the content/service provider, including uploading the content to another posting site, the uploaded content should be treated as illegal. However, due to the lack of DRPC, there is a risk that the content will not be identified as illegal by the posting site because it is impossible to make a judgment on the posting site, see Figure 10.

**Figure 10 – Uploading of content whose secondary use
is prohibited by the content usage contract**

11.3.4 Case 3: Use of unauthorized content downloaded illegally from other websites

In the event that a poster downloads content from another website or service illegally and posts it to another posting site, the uploaded content should be treated as illegal. However, due to the lack of DRPC, there is a risk that the content will not be identified as illegal by the posting site because it is impossible to make a judgment on the posting site, see Figure 11.

Figure 11 – Uploading of illegal content without a content usage contract

11.4 DRPC-based countermeasures against illegal distribution of content

11.4.1 General

The following paragraphs present several cases of uploading of content based on the assumption that the posted content is embedded with DRPC describing content usage conditions that can be referred to. The cases include uploading based on an appropriate content usage contract and uploading of content illegally downloaded from another website. Possible measures against illegal distribution are also discussed.

11.4.2 Case 1: Authorized use of content (embedded with DRPC) in accordance with the terms of the use agreement

In the event that a poster posts content for which permission for secondary use is granted by the content/service provider, including uploading the content to another posting site, the uploaded content can be validated as legal by referring to the terms of use summarized in DRPC, see Figure 12.

IEC   0264/14
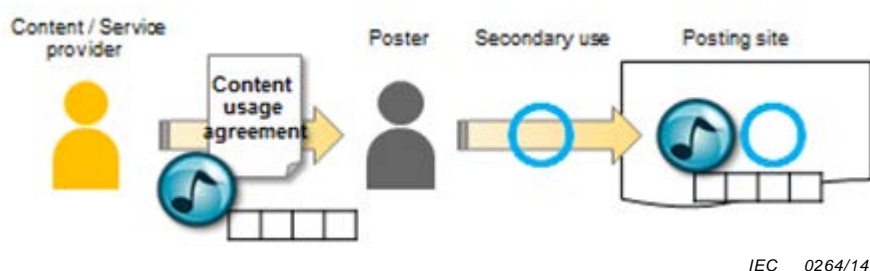
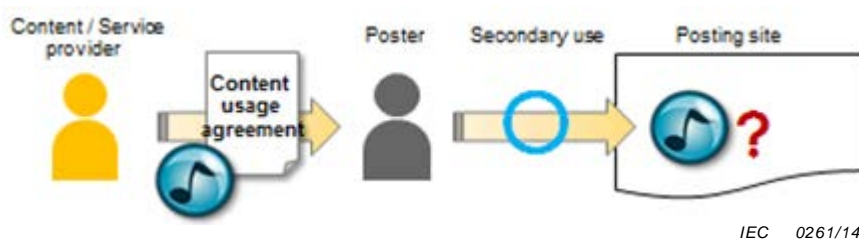**Figure 12 – Uploading of content whose secondary use
is approved by the content usage contract**

11.4.3   Case 2: Unauthorized use of content (embedded with DRPC) contrary to the terms of the use agreement

In the event that a poster posts content for which secondary use is prohibited by the content/service provider, including uploading the content to another posting site, it can be determined that secondary use is unauthorized and that uploading is therefore illegal by referring to the terms of use summarized in DRPC, see Figure 13.
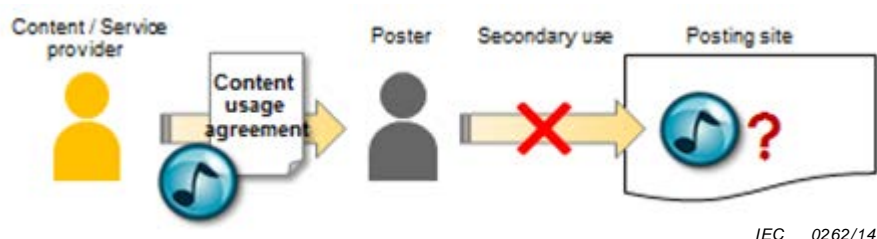

IEC   0265/14
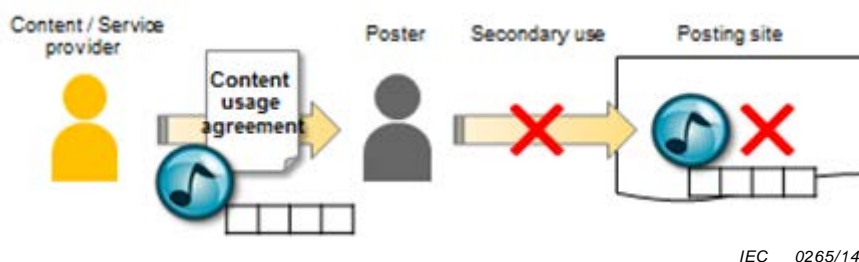
**Figure 13 – Uploading of content whose secondary use is
prohibited by the content usage contract**

11.4.4   Case 3: Use of unauthorized content (embedded with DRPC) downloaded illegally from another website

In the event that a poster downloads content embedded with DRPC from another website or service illegally and posts it to another posting site, the uploaded content can be identified as illegal by referring to the terms of use summarized in DRPC, see Figure 14.
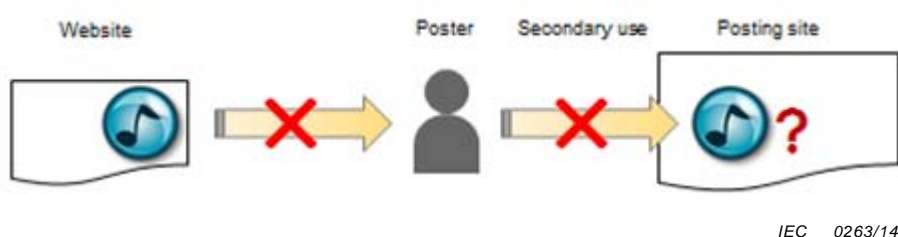

IEC   0266/14
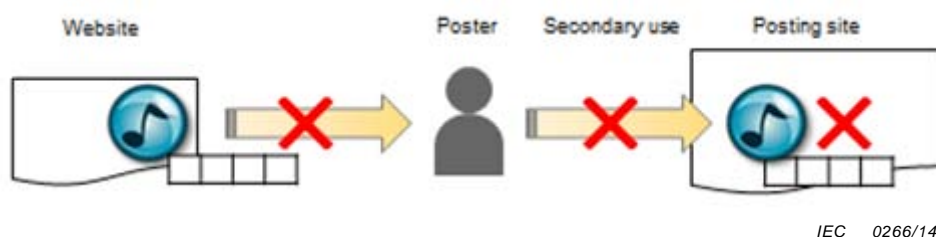
Figure 14 – Uploading of illegal content without a content usage contract

11.5   Direction for countermeasures against illegal distribution of content

As shown above, it is possible to determine whether content uploaded to various posting sites is legal or illegal by referring to the terms of use when the content is embedded with DRPC, see Figure 15.
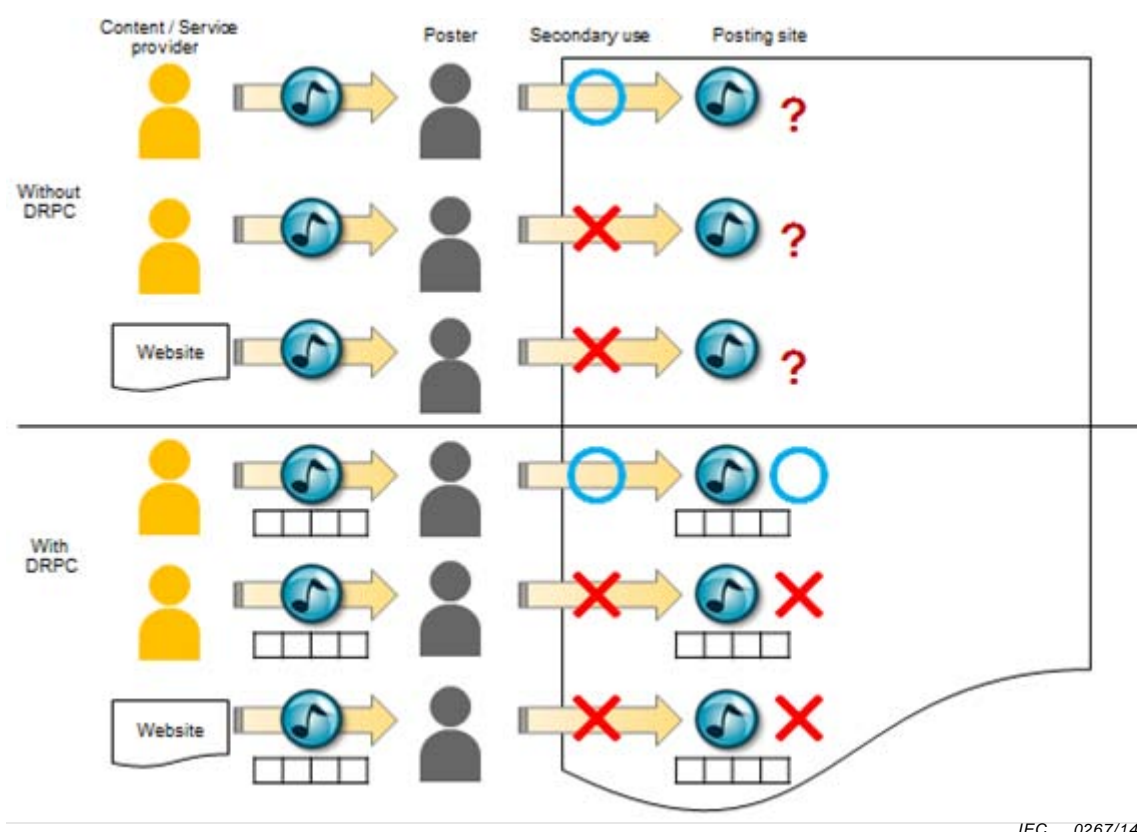
IEC 0267/14

**Figure 15 – Overall picture of content identification on
posting sites with or without DRPC**

12 Applicability of DRPC to the allocation of royalties earned from the distribution of digital content

12.1 General

The following subclauses explain the status and challenges of the allocation of royalties earned from the distribution of various types of content, as well as a simplified method of allocation that can be realized by using DRPC.

12.2 Status and challenges concerning the allocation of royalties

The current system of allocating usage fees for digital content to various rights holders involves a number of conditions defined by usage type, number of users, and the content name. Accordingly, a content holder always has to match the content name with the applicable conditions during the procedures for allocating royalties among the rights holders.

This process requires an increasing amount of time and work in relation to the increasing number of contents and related conditions of royalties, see Figure 16.

IEC   0268/14
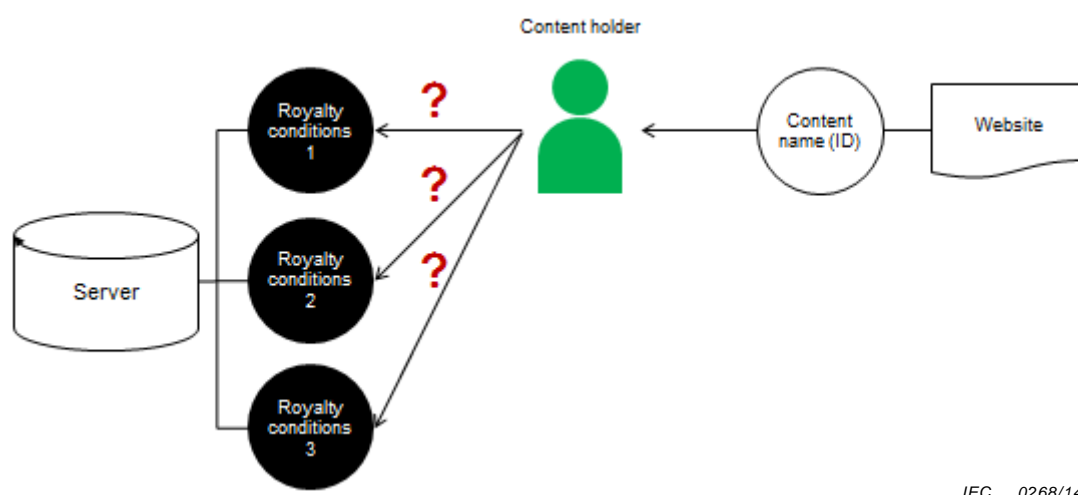
Figure 16 – Royalty allocation scheme based on using content name or ID alone

12.3   Possible royalty allocation system based on DPCR

The use of DRPC enables understanding of the relationship between usage type, number of users, and concerned rights holders, facilitating the determination of the applicable royalty conditions.

By using DRPC, a content holder can manage different royalty conditions applied to specific content under its control in its server and instantly retrieve different allocation conditions applicable to different rights holders, see Figure 17.

IEC   0269/14
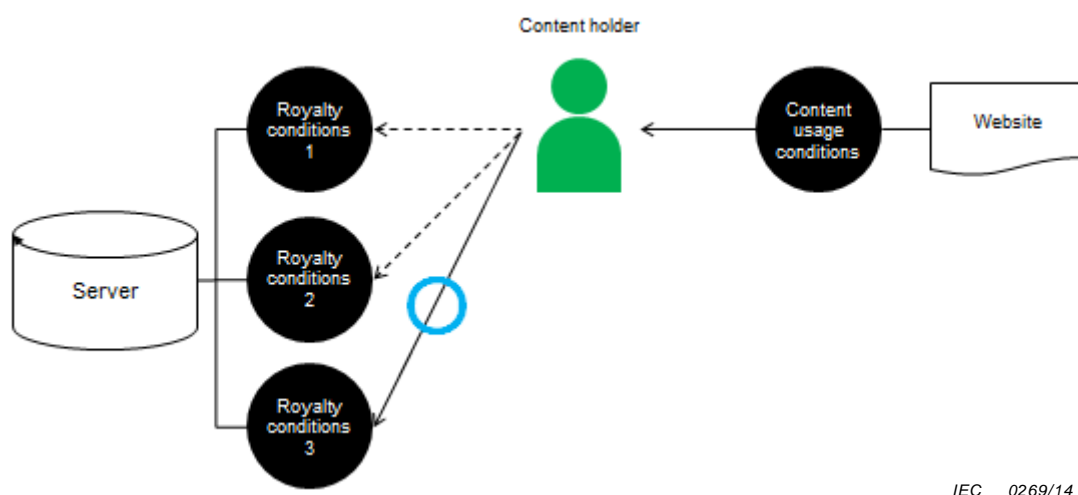
Figure 17 – Royalty allocation scheme based on DPCR

12.4   Roles of DRPC in the allocation of royalties

DRPC created on the basis of a content usage agreement defines usage conditions on devices and not only helps to manage content, its usage type, and the number of uses but also helps to simplify the matching of royalty conditions, all of which will save time and effort for the people in charge of these matters, see Figure 18.
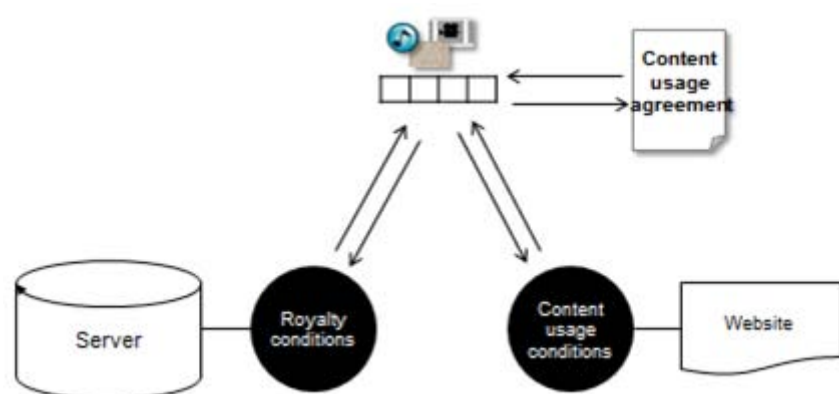
IEC   0270/14

Figure 18 – Overall picture of the allocation of royalties based on DPCR

Annex A
(informative)

Content matrix for various service agreements

Class

▮	Description of the service
▮	Description of user's rights
▮	Description of user's obligations (prohibited matters)
▮	Description of distributor's rights
▮	Disclaimer
▮	Permission condition of consumers
▮	Definition of words

Blue sentence = Elements of IEC 62227:2008

Red sentence = Possible elements of IEC 62227, second edition[14]

Service name	Category 1	Category 2 Clause	Content
iTUNES STORE	Terms of sale: ITUNES STORE, APP STORE and IBOOKSTORE	Condition of payment, tax and refund	Payment method restriction from service provider to user
			Disclaimer
		1-Click	Description of the service
		Gift card, iTunes Card, allowance and content code	Description of the service
			Service area restriction from service provider to user
			Disclaimer
		Gift	Description of the service
		Pre-orders	Description of the service
		Electronic contracting	Disclaimer
	ITUNES STORE TERMS AND CONDITIONS	iTunes Store service	Definition of words
		Requirements for use of the itunes service	Age restrictions from the service to users
			Description of user's rights
			Disclaimer
		Customer accounts	Description of the service
			Disclaimer
		Privacy	Permission condition of consumers
		Content availability	Description of distributor's rights about changing service contents
		Use of purchased or rented content	Description of distributor's rights about changing usage rules of contents
			Description of user's obligations (prohibited matters)
		Usage rules	Description of user's rights

14　Under considerstion.

Service name	Category 1	Category 2 Clause	Content
iTUNES STORE			Description of user's obligations (prohibited matters)
			Disclaimer
		PING	Description of the service
			Disclaimer
		iTunes Pass	Description of the service
		Submissions to the itunes service	Disclaimer
			Description of distributor's rights to cancel the contract
		Third-party materials	Disclaimer
		Objectionable material	Disclaimer
		Important safety information	Disclaimer
		Intellectual property	Description of distributor's rights about intellectual property
		Termination	Description of distributor's rights to cancel the contract
		Disclaimer of warranties; liability limitation	Disclaimer
		Waiver and indemnity	Disclaimer
		Changes	Description of distributor's rights to change agreement
		Miscellaneous	Disclaimer
			Description of distributor's rights about severability clause
	Mac App Store, App Store and iBookstore terms and conditions	Mac App Store, App Store and iBookstore terms and conditions	Definition of words
		Requirements for use of the app and book services	Age restrictions from the service to users
			Disclaimer
		Customer accounts	Description of the service
			Disclaimer
		Automatic delivery and downloading previous purchases	Description of the service
			Disclaimer
			Description of user's rights
		Privacy	Permission condition of consumers
		Use of app and book products and the app and book services	Disclaimer
			Description of distributor's rights about changing usage rules of contents
			Description of user's obligation (prohibited matters)
		Submissions to the app and book services	Disclaimer
			Description of distributor's rights to cancel the contract
		Objectionable material	Disclaimer

Service name	Category 1	Category 2 Clause	Content
		Intellectual property	Description of distributor's rights about intellectual property
		Termination	Description of distributor's rights to cancel the contract
		Disclaimer of warranties; liability limitation	Disclaimer
		Waiver and indemnity	Disclaimer
		Changes	Description of distributor's rights to change agreement
		Miscellaneous	Disclaimer
			Description of distributor's rights about severability clause
	Additional mac app store and app store terms and conditions	License of mac app store and app store products	Disclaimer
		In-app purchases	Disclaimer
		In-app subscriptions	Description of the service
			Disclaimer
			Return or refund conditions allowed from the "service" to the "user"
		Genius for apps	Permission condition of consumers
			Disclaimer
		Mac app store product usage rules	Description of user's rights
			Description of user's obligations (prohibited matters)
		App store product usage rules	Description of user's rights
			Description of user's obligations (prohibited matters)
		Important safety information	Disclaimer
		iPod Games	Disclaimer
		Mac app store and app store product maintenance and support	*Description of distributor's obligation (exceptional clause)*
		Licensed application end user license agreement	Disclaimer
			Description of user's obligations (prohibited matters)
			(When the content is distributed from a third party, "From" will be "Application distributor" and "To" will be "User")[15]
		Additional ibookstore terms	Disclaimer

[15] When downloading applications distributed in Mac App Store / App Store that is not produced nor provided by Apple, a licensed application end user license agreement is agreed between the third party and user, which is within prior approval. In this instance, "FromID" will be "Application provider" and "ToID" will be "User".

Service name	Category 1	Category 2 Clause	Content
iTUNES STORE		and conditions	(When the contents are on iBookstore, "From" will be "Publisher" and "To" will be "User")[16]
		ibookstore product usage rules	Description of user's rights
			Description of user's obligations (prohibited matters)
	Privacy policy	Omitted below	Permission condition of consumers
Amazon.com	PRIVACY		Permission condition of consumers
	ELECTRONIC COMMUNICATIONS		Description of user's obligations (prohibited matters)
	COPYRIGHT		Description of distributor's copyrights
	TRADEMARKS		Description of distributor's trademark
	PATENTS		Description of distributor's patent
	LICENSE AND SITE ACCESS		Description of user's rights
			Description of user's obligations (prohibited matters)
			Description of distributor's rights to manage the site
	YOUR ACCOUNT		Description of user's obligations (prohibited matters)
	REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT		Description of user's rights
			Description of user's obligations (prohibited matters)
			Description of distributor's rights to edit or remove reviews or comments
	COPYRIGHT COMPLAINTS		Description of the service
	RISK OF LOSS		Disclaimer
	RETURNS, REFUNDS AND TITLE		Disclaimer
	PRODUCT DESCRIPTIONS		Disclaimer
	PRICING		Disclaimer
	OTHER BUSINESSES		Disclaimer

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16 The same is said in contents provided on iBookstore. iTunes store becomes an agent of the publisher. "FromID" becomes "Publisher" and "ToID" becomes "User".

Service name	Category 1	Category 2 Clause	Content
Amazon.com	DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY		Disclaimer
	DISPUTES		Disclaimer
			Description of distributor's rights about the law applied to the agreement
			Description of user's obligations (prohibited matters)
	APPLICABLE LAW		Description of user's obligations (prohibited matters)
	SITE POLICIES, MODIFICATION, AND SEVERABILITY		Description of user's obligations (prohibited matters)
	OUR ADDRESS	Notice and procedure for making claims of copyright infringement	Description of user's rights
	AcTVila customer		Description of the service
			Disclaimer (The user will be considered to have agreed to the changed agreement when the user uses the service after change of agreement)
	AcTVila service and AcTVila devices		Description of user's rights
	AcTVila video service		Description of the service
			Description of the user's rights about being granted to use the service in Japan
	AcTVila basic service		Description of the service
	AcTVila partner site		Description of the service
			Disclaimer
			"From" will be "Partner" and "To" will be "User"[17]
	AcTVila partner service		Description of the service
			Disclaimer
			"From" will be "Partnership service" and "To" will be "User"

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17 From the same method, there are cases where "FromID" becomes "Partner site" or "Partner service", and "ToID" becomes "User" in AcTVila.

Service name	Category 1	Category 2 Clause	Content
AcTVila	Device information usage agreement		Permission condition of consumers
	Changes to the AcTVila agreement		Description of distributor's rights to change the agreement
	Modification, addition and termination to the service		Description of distributor's rights about changing service contents
	About websites besides the AcTVila service		Disclaimer
	Connecting means		Disclaimer
	Enquiries about the TV itself or related equipment		Disclaimer
	Obligations		Description of user's obligations (prohibited matters)
	Temporal suspension of the service		Description of distributor's rights to suspend service for a a certain amount of time
			Disclaimer
	Suspension of the service		Description of distributor's rights to suspend a service
	Termination of contract		Description of distributor's rights to cancel the contract
	Ownership of rights about a service		Description of distributor's rights about intellectual property
	Personal information		Permission condition of consumers
	About Cookie		Definition of words
	Notifications to users		Permission condition of consumers
	Non-guarantee		Disclaimer
	Advertisements		Disclaimer
AcTVila	Applicable law		Description of distributor's rights to designate applicable law
	Video distribution service		Description of the service
			Limitation of distribution of "Movie" content to "User"
	Bounds and changes of agreement		Description of distributor's rights to change agreement
	Registered users		Definition of words
	Register terms and non-approvals of registers		Description of distributor's rights to suspend service
			Determination of "User" that are prohibited usage
	Preparations for usage		Disclaimer
	Distinguish method of registered users		Permission condition from service provider to user
	Administrations and obligations of password		Disclaimer
	Usage fee and manners of payment		Description of the service
			Disclaimer

Service name	Category 1	Category 2 Clause	Content
TSUTAYA TV	Changes in registrations of registered users		Disclaimer
	Abeyance or terminations of registration		Disclaimer
	About the distributed movie contents		Description of distributor's rights about intellectual property
			Description of user's obligations (prohibited matters)
	Obligations of usage of content information and data etc.		Description of distributor's rights about intellectual property
			Disclaimer
	Forced termination of registration		Description of distributor's rights to cancel the contract
	Disclaimer		Disclaimer
	Abeyance of service		Description of distributor's rights to suspend service
			Disclaimer
	Completion of service		Description of distributor's rights to suspend service
			Disclaimer
	Personal information of registered users		Permission condition of consumers
	Applicable law, jurisdiction		Description of distributor's rights to designate applicable law
	Supplementary provision		History of revision
			Limitation of manners of payment from "Service" to "User"
TSUTAYA TV	Objectives of agreement		Disclaimer
	Qualification for application		Limitation of usage area from "Service" to "User"
	Registrations		Description of the service about user registration procedure
	User information		Permission condition of consumers
	Termination of registrations		Description of user's rights
	Individual usage of distributed		Disclaimer

Service name	Category 1	Category 2 Clause	Content
mora win	contents		("From" becomes "Music service provider" and "To" becomes "User" by content) [18]
	Individual payment for distribution		Disclaimer
	Payment		Limitation of manners of payment from "Service" to "User"
	Ownership of rights		Description of distributor's rights about intellectual property
	Usage bounds of purchased music		Description of user's rights about content usage
	Obligations		Description of user's obligations (prohibited matters)
	User responsibilities		Disclaimer
	Terminations of user qualifications		Description of distributor's rights to cancel the contract
	Distributed content		Description of distributor's rights about changing service contents
			Disclaimer
	Means of distribution		Disclaimer
	Suspension of service		Description of distributor's rights to suspend service
	Certifications		Disclaimer
	Handling of information etc.		Permission condition of consumers
	Obligations of alienation of rights and duties		Description of user's obligations (prohibited matters)
	Bounds of agreement		Description of distributor's rights to change agreement
	Changes of agreement		Description of distributor's rights to change agreement
	Applicable law		Description of distributor's rights to designate applicable law

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18 From the same attitude, there are cases that "mora win" becomes the "FromID" and cases that "Music content service provider" becomes the "FromID" both exist.

Service name	Category 1	Category 2 Clause	Content
mora win	Jurisdiction		Description of distributor's rights to designate applicable law
Magastore	Bounds of application		Disclaimer
	Presentation and changes of agreement		Disclaimer
	Usage of digital books		Description of user's rights
			Description of user's obligations (prohibited matters)
			Disclaimer
	Usage fees of service		Description of the service
			Disclaimer
	Copyrights		Description of distributor's rights about copyright
			Description of user's obligations (prohibited matters)
	Obligations of alienation		Description of user's obligations (prohibited matters)
	Obligations		Description of user's obligations (prohibited matters)
	Suspension of usage		Description of distributor's rights to suspend usage
	Self responsibility of equipment		Disclaimer
	Basis of self responsibility		Disclaimer
	Personal information		Permission condition of consumers
	Temporal suspension of service		Disclaimer
	Password administrations		Disclaimer
	Suspension of service		Description of distributor's rights to suspend service
	Settlement of conflict		Disclaimer
	Jurisdiction		Description of distributor's rights to designate jurisdiction
	Applicable law		Description of distributor's rights to designate applicable law

Service name	Category 1	Category 2 Clause	Content
Spotify	Contract formation		Definition of words
	Changes to the agreement		Description of distributor's rights to change agreement
	Grant of license		Description of user's rights
			Description of user's obligations (prohibited matters)
	Purchase of the Spotify paid for service, a-la carte downloads or download bundles		Description of the service
	The mobile service		Description of the service
			Disclaimer
	The download service		Description of user's rights
	Use of cached content		Description of user's rights
	Local files		Description of the service
			Description of user's obligations (prohibited matters)
	Prices		Description of distributor's rights to change prices
			Disclaimer
	Automatic subscription renewal		Description of the service
			Disclaimer
	Cooling-off period		Return or refund conditions allowed from the "service" to the "user"
	Spotify social		Description of the service Spotify Social
			Disclaimer
			Description of user's obligations (prohibited matters)
	Restrictions of use		Description of user's obligations (prohibited matters)
	Advertising and use of computational resources		Permission condition of consumers
	Customer support		Description of the service
	Term and termination		Description of distributor's rights about effect of agreement
			Disclaimer
	No warranty		Disclaimer
	Limitation of liability		Disclaimer
	Indemnity		Disclaimer
	Intellectual property		Description of distributor's rights about intellectual property
Spotify			Description of user's obligations (prohibited matters)

Service name	Category 1	Category 2 Clause	Content
	Technology limitations and modifications		Description of distributor's rights about changes and suspension of service
			Disclaimer
	Privacy		Permission condition of consumers
	Assignment by Spotify		Description of distributor's rights about alienation of agreement
			Description of user's obligations (prohibited matters)
	Entire agreement		Disclaimer
	Severability		Description of distributor's rights about the severability clause
	Governing law and disputes		Description of distributor's rights to designate applicable law
	English version prevails		Disclaimer
Netflix	Acceptance of terms of use		Definition of words
	Changes to terms of use		Description of distributor's rights to change the agreement
	Privacy and communications preferences		Permission condition of consumers
	Membership and billing	Free trials	Description of the service
			Disclaimer
		Billing	Description of the service
			Disclaimer
			Limitation of refund and payment due date from "Service" to "User"
		Ongoing membership	Description of distributor's rights about automatic renewal of agreement
		Cancellation	Description of user's rights to withdrawal from membership
			Disclaimer
	Right to terminate		Description of distributor's rights to suspend service
	How our streaming service works		Description of the service
			Description of distributor's rights about changing service contents
			Usage permission conditions from "Content" to "User"
	Features and functionality	Social media	Description of the service
			Disclaimer
		Member reviews	Description of user's rights
			Disclaimer
		Passwords	Description of the service
			Disclaimer

Service name	Category 1	Category 2 Clause	Content
Netflix		Parental controls	Description of the service
			Disclaimer
		Feeds	Description of the service
	Applications		Disclaimer
	Account access, identity protection		Disclaimer
	Disclaimers of warranties and limitations on liability		Disclaimer
	Intellectual property	Copyright	Description of distributor's rights about intellectual property
		Trademarks	Description of distributor's rights about intellectual property
		Patents	Description of distributor's rights about intellectual property
	Entertainment and service content		Description of distributor's rights to distribute advertisements
			Description of user's rights about posting comments
			Disclaimer
	Use of information submitted		Permission condition of consumers
	Service testing		Permission condition of consumers
	Customer service		Description of the service
	Your conduct in accessing the Netflix service		Disclaimer
			Description of user's obligations (prohibited matters)
	Limitations on use		Description of user's obligations (prohibited matters)
	Links and pages		Disclaimer
	Gifts and promotions		Description of the service
	Claims of copyright infringement		Disclaimer
	Governing law		Description of distributor's rights to designate applicable law
	Arbitration agreement		Description of distributor's rights to designate applicable law
	DVD plans in the United States		Description of the service

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