






Creative Commons Licenses

YouTube's use of Creative Commons licenses

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Introduction

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The world has been leaning more and more on digital outputs during the last decades. With the emergence of platforms allowing for digital creativity, creative output has diversified and grown in volume. The art of filming and producing entertainment now comes in many shapes, both through the traditional cinema and through your own smartphone. The mobility and volume of creativity today leads to questions around how these products should be handled in terms of the rights of the owner. One thing that has emerged is the Creative Common license - a way to share and commercialize your creative products. This paper aims to investigate this license using one avid user, YouTube.

Background & Case

Creative Commons Licenses

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Creative commons (CC) licenses are public licenses that allow creators to share their own artistic work under specific conditions. More specifically the licenses provide a way for copyright holders to grant permissions for other people to remix, share or copy the work, while still having the opportunity to retain some rights (Creative commons A). The Creative Commons is an American non-profit organization releasing several creative commons licenses and was founded in 2001 by American scholar Lawrence Lessig, Professor Hal Abelson, and literacy advocate Eric Eldred (Wikipedia A). It was created because of the limitations that were associated with traditional copyright; they recognized the need for a more flexible set of licenses for creators to share their work. It can be seen as a middle ground between the two extremes of having all rights reserved and giving up all rights and was meant to encourage creators to share their work (Creative commons A). On the official website of Creative Commons, they state their own mission as the following: *“We advocate for better sharing: sharing that is contextual, inclusive, just, equitable, reciprocal, and sustainable.”* (Creative commons B).

The organization has created six different creative commons licenses that all differ depending on the needs of the copyright holder and how permissive the creator wants it to be. Starting with the most permissive license; CC BY license. This license allows others to copy and redistribute the material in any format for any purpose, even for commercial purposes. Furthermore, it allows for remixing and adapting of the material. All this is allowed for anyone and cannot be revoked by



creator if people give appropriate credit to original creator, indicate whether any changes have been made and provide link to the license. This license is for obvious reasons the most permissive of the licenses and here the creator surrenders most rights (Creative commons C).

CC BY-SA is the second most permissive license. It allows others to copy, share, remix and build upon the work, even for commercial purposes as long as they credit the original creator. If remixes or new changes are made to the material, it is still to be distributed under identical licenses (Creative commons D).

The third license is called Attribution-Noncommercial and is abbreviated as CC BY-NC. It allows for copying, sharing, tweaking, and remixing of the material, if appropriate credit is given to the creator. Unlike the two previous licenses, CC BY-NC does not allow for commercial use of the material (Creative commons E).

Next is CC BY-NC-SA that uses elements from previous licenses. It allows for sharing, copying, remixing, and tweaking of the material for non-commercial use and only if appropriate credit is given to the creator. If changes have been made to the material, the modified work must be distributed under an identical license (Creative commons F).

CC BY-ND allows for copying and redistribution of the material for commercial and non-commercial purposes, only if credit is given to the creator. As this license gets less permissive, it does not allow for any distribution of remixed, tweaked or changed material. The material can only be distributed in its original form (Creative commons G).

Lastly, there is the most restrictive of the six licenses: CC BY-NC-ND. This license allows for copying and distribution of the material in its original format, only for non-commercial use, if appropriate credit to the creator is given (Creative commons H).

All these six different licenses provide various opportunities and restrictions for creators and users. The organization Creative Commons has created a tool to help creators when choosing a license that will match their needs and product (Creative commons I).

Creative Commons licenses can be used by individuals as well as organizations to share and distribute their creative content. It gives artists and creators a way to get their creative work shared while still maintaining control over some rights (Creative Commons A).



Case of YouTube

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YouTube is an online video streaming and sharing platform and was created in California, USA in 2005 (Wikipedia B). The platform is available globally and is the second most visited website in 2023 just below Google.com (Wikipedia C). YouTube played a crucial role in the rise of content creators, specifically known as “YouTubers” on the platform. Creators record videos and upload them to the platform, where they can earn money through advertisement, affiliate links and sponsorships. When creators upload their content to YouTube, they are given the option to choose between the standard YouTube license and the Creative Commons license. The standard YouTube license is the default license that is applied when uploading content. It allows others to view the video, but don’t have the right to remix or build-upon the video without explicit permission from the creator. The creator retains all rights to the material and permission is even needed to distribute the material beyond YouTube’s own platform (Open.ed). The alternative to this default standard license - is the Creative Commons license. Out of the six CC licenses, YouTube provides the option to use only CC BY, which is the most permissive license of the six. It allows creators on YouTube to share their material more freely with others and still retain some rights. For viewers on YouTube, this allows the copy, remix, build-upon and distribute the material for commercial or non-commercial use. The only requirement is to give appropriate credit to the creator and a link to the original source when distributing the material in both original and modified format (Open.ed).

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YouTube introduced the CC-BY license to their platform without providing a clear explanation for this choice. The exact rationale remains unknown, one can speculate that offering alternatives to the standard YouTube license, such as the widely recognized CC, aligns with the diverse preferences of the many content creators on YouTube. They describe it as such on their “YouTube Help” page: *“By marking your original video with a Creative Commons license, you're granting the entire YouTube community the right to reuse and edit that video.”* (Google Support). Thus, it can be interpreted as a way for YouTube to introduce some dynamism to their page by allowing remixing and usage of other creators’ content.

However, the introduction of multiple licenses poses operational challenges for YouTube and complicates the decision-making process for copyright holders. The simplicity of a single CC license is deemed preferable, but various options, such as CC BY-ND and -NC, are eliminated due



to their restrictions. The selection of CC-BY over CC0 is justified by YouTube's desire to acknowledge the content publisher as the owner while still allowing for reuse with attribution. All in all, CC-BY is by far, through logical reasoning, the best other alternative from the Standard YouTube license.

YouTube also allows the owner to change the license of one's content. This is due to freedom of choice and lessens liabilities for YouTube. Standard YouTube license to CC-BY pushes content near the public domain – this might be the case for once-relevant protected content now being allowed for reworks. As Creative Commons license is perpetual, i.e. cannot be revoked and unrestricted in terms of duration, change to restrictive license, does not alter the legal situation with already remixed published content. However, as YouTube does allow such a change, one must be aware of this and have proof of acquiring the material once it was under Creative Commons.

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In June 2011, YouTube introduced Creative Commons license to their site. This meant creating a Creative Commons library filled with Creative Commons videos. Creative Commons library was mainly done for their subservice, YouTube Video Editor, in order to provide simple way to access needed material quickly – one only needs to add an attribution of usage. As part of this launch, they also added the option to mark content under Creative Commons license. Since people can publish content under CC-BY, the Creative Commons library grows as more users post content under CC-BY (Creative commons J).

The change in their service was global. Of course, while content in different parts of the world is different for the people and YouTube also has rights and obligations to not show certain videos in certain locations, the Creative Commons library went global.

Analysis

EULA

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End-user license agreements (EULA) is the contract between a company developing software and the user of that company's software. When downloading software, the EULA will specify the rights granted to the end user. This includes whether the end user can use software for personal or professional purposes, how many devices it can be used on and whether it can be distributed. The EULA works as a set of guidelines and restrictions for what the end user can potentially do with it. For example, some EULA's will state that the software is not to be modified or redistributed in any



way for any purpose, while others may be more permissive. The EULA ensures that all rights are reserved to the owner and its purpose is to protect these rights. The EULA will typically be presented to the user during installation of the software and often require the user to accept the terms of the EULA before the installation can be completed. Every company offering customers' licensing to a software must have a EULA, to protect both the company and the end user (Ironclad).

EULA & Creative Commons

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To better analyze the differences between End-user license agreements (EULA) and Creative Commons (CC) License we have decided to focus on the following themes: Purpose, rights granted, collaboration and sharing.

Purpose

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The EULA's purpose is to protect and grant rights to the developer or creator. Once accepted by the end user, it is a legally binding agreement between user and creator. Whereas Creative Commons (CC) licenses are used for creative and artistic materials like photographs, texts, videos, songs etc. The purpose of CC is to enable the sharing and distribution of creative content while also allowing creators to retain certain rights. The different purposes of the EULA and CC will suit different creator's needs. Software companies will not only benefit from, but also need, the EULA before licensing use to their software. Content creators and artists will benefit from one of the six CC licenses depending on how many rights they want to retain (Ironclad). Since content creators on YouTube wish to share creative content and not software, they benefit from the CC licenses or the standard YouTube licenses mentioned previously.

Rights granted

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There are also major differences in the rights granted to users from EULA and from CC. The EULA provides users with overall more restricted access than CC does. The EULA could state that it is not allowed for end users to copy, do reverse engineering, or redistribute the material. This will vary from software to software, but as the purpose of the EULA is to protect the rights of the creator it will in nature be more restrictive. The rights granted of the six CC licenses range in their permissiveness. Some factors that seem to vary in the licenses are whether users are allowed to distribute the material for commercial purposes and allowed to remix the material. Overall, the CC licenses grant users more rights than the general EULA does.



Sharing & Collaboration

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Lastly, differences for sharing and collaboration for the EULA and CC licenses are also interesting to look at. The EULA will often state that the end user does not have the right to distribute the material or to remix, build-upon or modify it in any way. An example of this is the American tech company, Microsoft. When installing Microsoft's software, users are presented with a EULA that states that users have no right to reverse engineer, profit from or share the software. *"The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to): share, publish, distribute, or lend the software, provide the software as a stand-alone hosted solution for others to use, or transfer the software or this agreement to any third party"* (Microsoft). On the other hand, CC Licenses were created to facilitate artists and content creators in sharing their creative work. This is why the majority of the six CC licenses grant users the right to share, remix, build-upon and distribute for commercial purposes. While EULA will prohibit sharing and collaboration, CC licenses will promote and grant access to sharing and collaboration of artistic material (Creative commons B).

YouTube has an interest in letting its content creators easily share material on the platform, this will, like mentioned previously, result in a more dynamic platform. YouTube will want to be as user friendly as possible as it's a free platform that makes its revenue from the people using it and watching the ads. This is why YouTube offers two license options for its creators – the more permissive creative commons license and the more restrictive standard YouTube license (Open.ed).

Discussion

The Digital Landscape

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The implementation of digital technologies in society has brought about a massive rise in avenues where you can convey creative work. While many of the actual outputs are similar (i.e. film, literature, art) there are a lot more ways to publish the work, once ready, today. Due to the rise of user-generated content platforms, content creation become democratic. It has essentially shifted some power from traditional media and entertainment corporations to individual creators and smaller entities. However, how and if this should be regulated, and what licenses are appropriate is a very important question due to the general market size. The adoption of CC Licenses by platforms



like YouTube serve as one way to do this and that is what the discussion will focus on, with consideration of different perspectives and the challenges and opportunities they face.

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As a caveat before discussing the CC licenses it's important to acknowledge that there are disputes around the copyright rules. For example, different jurisdictions around the world have differences regarding what can and can't be copyrighted and how they work. Since Creative Commons license can only be operative when it is applied to material which contains copyright this creates some problems. Inconsistencies in especially length of copyright validity and what can be copyrighted create confusion once these licenses are applied globally. Thus, as Creative Commons can be used only on original content, though used ultimately freely, this might infringe copyright and creates further confusion on who ultimately owns the copyright and for how long it is valid.

The Creator

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The individual or the "creator" face certain challenges and opportunities with the inclusion of CC's in the digital realm, especially in the case of YouTube. In some ways it is very advantageous for these actors since it creates a generally dynamic space and allow for creators to build upon each other and their respective works. Especially with the usage of the CC BY where anyone can use the product the person has created for commercial purposes. It's also important to take note of the choice YouTube allow for creators where you can select either the CC BY or the default setting for copyright. The "default" setting regarding copyright on YouTube is stated as follows: "Creators should only upload videos that they have made or that they're authorized to use. [...] they should not upload videos they didn't make or use content in their videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users [...]." (YouTube – "Copyright"). This setting does protect the original content on YouTube as well as other copyrighted content and as mentioned, is the default for content creators.

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Yet, for individual creators, the CC BY license can present challenges. A video released under CC BY might gain more traction when used or modified by others. While it could be argued that this credits the original creator, it raises issues regarding the fair financial gain for the original creator. This situation highlights a critical challenge in the digital content domain - balancing the need for open, collaborative sharing with fair recognition and compensation for creators. YouTube's



utilization of CC BY licenses shows the complexities of content governance in the digital era. It illustrates how platforms can thrive on user-generated content, but also how this model can create challenges for creators in terms of control and economic benefits.

The Company

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For companies acting in the digital landscape, many simply create a platform rather than the creative products themselves. As stated by the company LinkedIn: *“A platform business model is a way of creating value by facilitating interactions between two or more groups of users, usually through a digital platform.”* (Company insight, 2023). The platform business model means that companies are not as affected by the licenses put on their customers’ creative work. Generally, though, the CC licenses provide a way for this type of company to grow their user-base since it enhances customers’ ability to share and promote the products on their platform. This is stated by LinkedIn in the same article as mentioned before: *“A platform business model is that it can create network effects, which means that the value of the platform increases as more users join and interact with each other.”* (2023). Thus, while the emphasis on sharing and collaboration might lead to lost profits for the individuals, CC licenses can be seen as largely positive for the platform owner.

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A strategic use of CC licenses by YouTube can enhance user engagement and content diversity. These licenses can foster a more vibrant and dynamic content ecosystem, where users are not just passive consumers but active participants in content creation and distribution. This participatory culture can lead to higher user retention, greater platform loyalty, and, ultimately, increased advertising revenues for the platform.

General Assessment

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The digital landscape provides a challenge for all parties involved in creating and publishing creative works. For creators, commercialization and creating profit is difficult, in particular with the CC BY license. Once discussing these licenses and comparing how they affect different actors in the space, it’s appropriate to acknowledge that all have downsides for one or more actors’ interests. For example, while CC BY might be an effective way for some individuals to garner profits and the company to garner impressions, it does exploit the original creator’s work. Although, they do give consent to the use of their work which protects both the company in question (YouTube) and the “exploiters”. However, a fairer use of this could be considered as one where the “exploiters” can’t



use the material for commercial use such as the CC BY-NC (Creative Commons E). While this would be fair towards the original creator it might remove the incentive for people to use the material and thus affect the company negatively. Therefore, it's extremely difficult to outright select one license since they all have drawbacks and positives for different actors. YouTube might just have a good model set up, where the creator can choose through properly understanding the consequences.

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The adoption of CC licenses in the digital landscape, exemplified by YouTube, represents a balancing act between promoting openness and maintaining control. While these licenses might empower creators and users to share and remix content in unprecedented ways, they also raise questions about the long-term implications for intellectual property rights, creative control, and the economic value of digital content. The ongoing evolution of digital content governance, including the use of CC licenses, reflects broader shifts in how society views creativity, collaboration, and ownership in the digital age. As these concepts continue to evolve, it will be essential for creators, platforms, and policymakers to engage in ongoing dialogue to ensure that the digital landscape remains a space that fosters both innovation and respect for creators' rights.

Conclusion

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Creative common licenses are extremely important in the multifaceted digital reality we live in. YouTube is in many ways a defining platform for this reality where creativity ultimately drives profit. However, with the world still being driven by financial gains, there must be multiple alternatives for creators to protect their work. CC licenses serve as a lynchpin for people who focus on the collaborative nature of the digital world, allowing other people to build upon their work. The analysis of why specifically the CC licenses are the ones used by YouTube are based on the emphasis on sharing. While license's such as the EULA put an emphasis on protection of the creators' rights, YouTube employ the CC BY to permit the sharing and collaboration that's key for some people. This could be interpreted as a smart strategy and quite positive for the company since they allow people to choose the CC BY whereas people build upon others' work thus creating a more dynamic platform. However, questions could be asked as to if people should be able to profit from the work of others, no matter if a choice is given. Creative common licenses do serve as a reflection of our time though. YouTube employs this choice and with-it, people do have the opportunity to collaborate and help each other which is quite needed in today's world.



References

Creative Commons. (n.d.) About CC Licenses. (Creative Commons A) <https://creativecommons.org/share-your-work/licenses/>

Creative Commons. (n.d.) Who we are. (Creative Commons B) <https://creativecommons.org/mission/>

Creative Commons. (n.d.) CC BY 4.0 DEED. (Creative Commons C)
<https://creativecommons.org/licenses/by/4.0/>

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<https://creativecommons.org/licenses/by-nc/4.0/>

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<https://creativecommons.org/licenses/by-nd/4.0/>

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<https://creativecommons.org/licenses/by-nc-nd/4.0/>

Creative Commons. (n.d.) License Chooser. (Creative Commons I) <https://chooser-beta.creativecommons.org/>

Creative Commons. (n.d.) YouTube launches support for CC-BY and a CC library featuring 10000 videos. (Creative Commons J) <https://creativecommons.org/2011/06/02/youtube-launches-support-for-cc-by-and-a-cc-library-featuring-10000-videos/>

Google Support. (n.d.) YouTube Help. Creative Commons.
<https://support.google.com/youtube/answer/2797468?hl=en>



Ironclad. (n.d.) What is an end-user license agreement (EULA)?

<https://ironcladapp.com/journal/contracts/eula/>

LinkedIn. “What are the benefits and challenges of adopting a platform business model in a competitive

market?”. Last updated 15/12 – 2023. <https://www.linkedin.com/advice/0/what-benefits-challenges-adopting-platform-business>

Microsoft. (n.d.) Microsoft Software License Terms. [https://www.microsoft.com/en-](https://www.microsoft.com/en-us/windowsvirtualdesktop/eula)

[us/windowsvirtualdesktop/eula](https://www.microsoft.com/en-us/windowsvirtualdesktop/eula)

Open Educational Resources. The University of Edinburgh. (n.d.) Applying a CC license on YouTube.

(Open.ed) <https://open.ed.ac.uk/how-to-guides/adding-a-creative-commons-licence-to-your-resource/applying-a-cc-licence-on-youtube/>

Wikipedia. (n.d.) Creative Commons. (Wikipedia A) https://en.wikipedia.org/wiki/Creative_Commons

Wikipedia. (n.d.) YouTube. (Wikipedia B) <https://en.wikipedia.org/wiki/YouTube>

Wikipedia. (n.d.) List of most-visited websites. (Wikipedia C) https://en.wikipedia.org/wiki/List_of_most-visited_websites

YouTube. (n.d.) Rules and policies – Copyright.

https://www.youtube.com/intl/en_us/howyoutubeworks/policies/copyright/

YouTube Help. (n.d.) Creative Commons. <https://support.google.com/youtube/answer/2797468>