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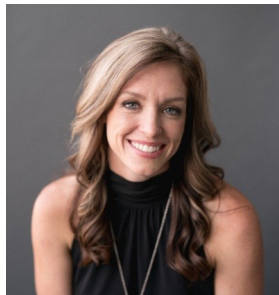
# K-Notes: Terms of Service

from Fiverr

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## Make Responsibility Clear

When agreeing to use an intermediary service for artistic creation, it should be clear who has responsibility over copyright and IP issues. Advise your clients on where this responsibility lies, and what it means to purchase user generated content.



“A creative isn’t going to know the difference between copyright and a trademark.”

### Rachel Brenke

Attorney, Managing Partner, Eden Law

“We, as the attorneys, have to put the information in front of them (our clients) and walk them through it.”

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## KEY TAKEAWAYS

- **Difference between license and rights**

If buying through Fiverr’s commercial license, know the difference between having that license and owning the rights to the content.

- **TOS not necessarily granting all IP rights**

Even when the Terms of Service state that the buyer is granted all IP rights, there can be issues if stock photos are used. The rights to the photos are not necessarily granted, which makes copyrighting any logos or brands created using Fiverr impossible.

- **Top Secret and Classified undefined**

It may look nice to see that sellers are supposed to treat created materials as top secret and classified, but the TOS do not define what this means. There is no specific organization issuing classifications of top secret to each creation. If you have sensitive material that you do not want the seller to share, you must use other means to secure that confidentiality.

- **Remember the Onus is On The Buyer**

The first question an IP attorney will ask is where the branding/logo/content was created. Advising your client to dig into the IP rights and understand them can be an important part of the process.