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Legal, Gender and Ethics Final Report

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Executive Summary

This Deliverable provides a frame of reference for all partners in the CNG Project Consortium. The Community Network Game (CNG) project is focused on applying new network technologies to support community activities over highly interactive centrally managed massively multiplayer online games (MMOG). CNG intends to research and develop in-game community activities using in-game graphical insertion technology (IGIT) and a P2P architecture for the distribution of User Generated Content (UGC).

MMOGs are growing exponentially due to the advances in the generation of immersive content and the availability of high speed and capacity networks. Enabling thousands of users to communicate in a 3D online world creates large network demands, in terms of required bandwidth and low latency for the users to have their rewarding experience. Gamers on an MMOG typically become members of an active community with common interests, adventures and objectives. CNG intends to enhance collaboration activities between the online gamers and to develop new tools for the generation, distribution and insertion of UGC into existing MMOGs.

Through its work CNG aims to support many impacts related to MMOG gamers, developers and operators, as well as advertisers. For MMOG gamers CNG will offer rich community tools for efficient rich-media content creation and sharing related to the games. For game developers and operators, CNG will allow developing and offering games with a richer community-game experience allowing their users to create and share content related to the game with sufficient controls. Such community tools will be operated efficiently and cost effectively due to the CNG design. Advertisers will also enjoy new inventory options created by the content created within the games

The main activities of this Deliverable are:
  (i)   To assess gender related issues involved in the CNG project and create a Gender Action Plan (GAP);
  (ii) To evaluate legal issues relating to the creation and sharing of UGC (user generated content) within MMOGs, develop a plan for addressing them and propose drafts for the main legal documents underlying the project (terms of use, privacy policy); and
  (iii) To outline the project's mechanism for supervising any and all Ethics Issues as they may relate to Project's activities and mainly to those which involve users, and specify an ethical plan for the project.

This report includes four Annexes including, a new annex 'Gender Legal and Ethics– empirical results for the use of CNG (as presented on the Final Review Meeting) ' was added at the end of this document as an annex.

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1. Introduction

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Through its work CNG aims to support many impacts related to MMOG gamers, developers and operators, as well as advertisers. For MMOG gamers CNG will offer rich community tools for efficient rich-media content creation and sharing related to the games. For game developers and operators, CNG will allow developing and offering games with a richer community-game experience allowing their users to create and share content related to the game with sufficient controls. Such community tools will be operated efficiently and cost effectively due to the CNG design. Advertisers will also enjoy new inventory options created by the content created within the games.

As presented at the CNG Kick-off meeting and throughout later meetings and reviews, there are several legal challenges related to this project as well as gender and ethical topics that need to be addressed. This report addresses the legal, ethical and gender topics involved in this project and outline CNG's approach and plan to address these topics as part of the project design and other deliverables. The final version of this report also includes proposed drafts of Terms of Use and Privacy Policy, which are tailored to address multiple issues outlined hereunder.

The main objectives of this Deliverable are the following:

- To assess gender related issues involved in the CNG project and create a Report on the Gender Action Plan (GAP);

- To evaluate legal issues relating to the creation and sharing of UGC (user generated content) within MMOGs and develop a plan for addressing them; and

- To outline the project's mechanism for supervising any and all Ethics Issues as they may relate to Project's activities and mainly to those which involve users, and specify an ethical plan for the project.

Following the final review meeting, a new annex 'Gender Legal and Ethics– empirical results for the use of CNG (as presented on the Final Review Meeting) ' was added at the end of this document as an annex.

2. Gender issues, discussion and action plan

Gender equality has been defined as "an equal level of empowerment, participation and visibility of both sexes in all spheres of public and private life". Naturally this equally applies to adults and children. It was stated by the EC in their 2006 '*Roadmap for equality between women and men 2006-2010*', that "gender equality is a fundamental right, a common value of the EU, and a necessary condition for the achievement of the EU objectives of growth, employment and social cohesion."

The industry of computer games consolidated quickly around a young male demographic – from gameplay design to the arcade environment and the retail world. Nevertheless, the amount of female game playing has increased over the years. Yet females (young and old) demonstrate a different taste in terms of digital game content than male players. For example, whereas both males and females like Simulations and Massively Multiplayer Online Games (MMOGs) equally well, females have a higher appreciation for Music/Dance, Puzzles/Board/Quiz, and Classic Games. Males, on the other hand, show a greater approval of Action-Adventure, Racing, Sports, and First-Person Shooters. Females generally like the kind of games that you can pick up and play right away, without bothering with complex controls. Because of this, they are more likely to play on mobiles, online and on computer games than they are to play console games. When females do play console games, they prefer the games with higher social content and multiplayer modes [ESA2006]. A number of investigations have also demonstrated that females prefer co-operative play over competitive play. This is also found in sport psychology research; girls find competitive activities less attractive than boys do. However, the excitement over reaching a new level or getting out of a particularly bad one leaves no player untouched, including female gamers.

Most of the research on the topic violence and aggression in video games reports that women are uncomfortable with violence in games, whereas men show greater preference for games with a violent theme (e.g., [Hain04], [Slat03], [HaKl06], [SuGr00], [Gold94], [Nikk00], [Gail93]). However, some studies report that not all women find the violence offensive (e.g., [Carr05], [Cunn00]). Gender stereotyping in games also potentially contributes to lower game playing penetration among women ([HaKl06], [Hain04]).

While the CNG project is not creating new games, or new genres of games, CNG is adding new features such as that can be added by providers as part of the gaming experience. It is with respect to these features that we will be considering gender diversity, in light of existing gender research related to games and game participation.

In the CNG project, ensuring gender equality means giving equal consideration to the life patterns, needs and interests of girls and boys, women and men. We are convinced that the recognition and exploration of gender diversity will inspire and enrich technological design, and can ensure acceptance and uptake of proposed technological and service innovations by the broadest possible group of end-users. From the starting point of gender equality, two perspectives of the CNG application are fundamental. Competitive and affiliation/cooperation oriented cues and persuasive mechanisms should be carefully balanced to equally address both females and males. This is being addressed in the online verifications within CNG where comparisons of gender differences in motivation and self-efficacy in engaging with CNG will be made where practicable.

In terms of the application development process, CNG attempts to ensure a gender balanced design orientation through the involvement of various female designers, scientists and engineers in the project, also at leading positions in the user-centred design work. Furthermore, through the user-centred design approach adhered to within CNG, we seek to recruit representative samples from the population of potential end-users, including men and women in equal measure.

Additionally, as part of an earlier version of this Deliverable, we have surveyed female participation and leadership within the CNG project; furthermore, we have created and executed a Gender Action Plan.

Consistent with the project's Gender Action Plan and as presented in the final review, the project developed and monitored empirical results relating to gender (as also presented as part of

D7.1.3). In Annex 6.4 we include the slides presented at the project's final periodic review. They show that empirical results relating to gender were monitored in five discrete user research steps. On those steps gender had been considered, and shown to be better balanced than in gaming generally.

Specifically:

(a) In the large scale quantitative User research survey conducted by i2 media across years 1 and 2 of the project, 41% of participants were female. This is higher than frequently reported data on gender distribution across gamers.

(b) The variation in gender across different segments (types) of gamer identified by i2 in its project year 2 segmentation was analyzed. This demonstrates a continued sensitivity to gender issues as the project progressed.

(c) Again for the CNG stakeholder survey, gender distribution was monitored. CNG's monitoring demonstrating the well known strong under representation of females in the games industry, particularly at the most senior levels – in the stakeholder survey only 14% of industry respondents were female.

(d) In all the initial (year 1) and the additional (year 3, augmentation of online verification) focus groups and depth interviews females were suitably represented.

(e) Finally, even though it is mainly of descriptive interest, gender balance was also evaluated for the game which CNG was designed to augment within the project (TMI: The Missing Ink). Background data questionnaires showed that fewer than 1 in 5 TMI users (players) were female.

2.1. Gender Issues - Design Considerations

Rather than focusing on a gender-specific approach, the CNG project will strive to include females in a broad participatory environment and strive for their inclusion in the new features being developed, such as in-game browsing, record game video and live game broadcast. In evaluating whether there is likely to be a difference in gender participation with the new social/community features, several specific considerations have been taken into account:

- Research from Microsoft has suggested that specific display characteristics (e.g., wide field of view, design considerations) reduce males' typically significant outperformance of females in navigating virtual environments [CTR02]. Implications for design of the project include design that does not reduce game field of view. Consistent with good practice in product design, development and evaluation, both male and female target users have been involved in the user centred evaluations of CNG's components (see, e.g., Deliverable 7.1.2, Section 11.1.3, detailing the percentages of males and females participating in the online survey which was conducted as part of the process of defining the target market for the project).

- Other research has shown that in some circumstances females are less likely to use unfamiliar software features (e.g., [BB04]), citing gender differences in self efficacy and risk taking (e.g., BUS95], [BMS99]). In other words, interfaces that are already familiar to females are more likely to encourage them for use. The CNG design process has built upon already familiar user experiences (e.g., social networks) to incorporate new functionality in the gaming environment.

2.2. Gender dimension within CNG research content and project

The European Commission is actively promoting gender equality within the projects and networks that it supports under its various research funding schemes. Within the EC, gender equality is conceived of as embracing two different dimensions:

- the gender dimension of the research content
- the promotion of gender equality by encouraging women's participation

Within CNG, we have performed a self-assessment of both dimensions. First, the gender dimension of the research content is primarily addressed by ensuring a proportionally correct

representation of males and females in the research samples that are drawn from our potential end-user population. Furthermore, in general, the process of interface design itself is not necessarily gender-neutral. Therefore, the project has strived towards the active involvement of women scientists and engineers in the design process, in order to be sufficiently sensitive to both male and female preferences.

Secondly, this report presents the gender-disaggregated employment data from individual partner organisations, as well as from the staff actively involved in the CNG project. These data show that in CNG, women are quite equally represented except for WP leadership.

This Gender Report can be regarded as a starting point in the process of raising gender awareness and promoting gender equality within the CNG project. In this report, we outline a number of actions that have been and will continue to be taken by the project. These actions include:

- Obtaining more detailed quantitative statistics
- Ensuring work / life balance
- Motivating and inspiring talented female students
- Nominating a gender representative
- Active involvement of the project manager
- Carefully observing gender in language use
- Careful consideration of gender-specific user interface issues

CNG is convinced that contributions from women are essential in defining new services, new interfaces, and creating new forms of content for modern telecommunications networks. The sensitivities, needs, interests, preferences and tastes that are particular to women constitute an important design dimension that can spur creativity and needs to be taken into account for broad acceptability of the interface design.

CNG attempts to ensure a gender balanced design orientation through the involvement of various female designers, scientists and engineers in the project, also at leading positions in the user-centred design work. Furthermore, through the user-centred design approach adhered to within CNG, we have sought to recruit representative samples from the population of potential end-users, including men and women in equal measure.

2.2.1. Gender-disaggregated project statistics

Gender distribution in partner organisations

The development of gender-sensitive indicators on the basis of appropriate gender-disaggregated statistics is regarded as indispensable for the integration of the gender dimension in European research. There are many areas in which research on gender issues is non-existent, scarce or fragmented due to lack of statistics. The purpose of the Gender Action Plan Inventory was to collect such gender-disaggregated statistics from project partners in order to inform both the CNG project itself about the current state of affairs, as well as provide the necessary input towards the broader EC ICT programme-level aim to collect and publish reliable statistics on gender distribution in science and technology.
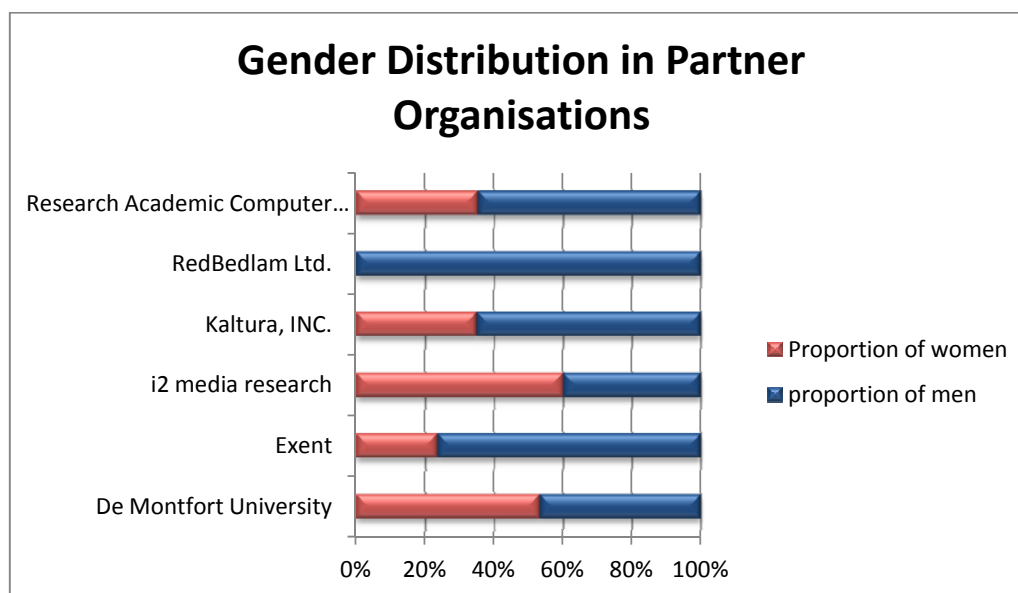
Gender Distribution in Partner Organisations

Research Academic Computer…
RedBedlam Ltd.
Kaltura, INC.
i2 media research
Exent
De Montfort University

■ Proportion of women
■ proportion of men

0% 20% 40% 60% 80% 100%

Fig. 1 - *Gender distribution in partner organisations.*

The results from the Gender Action Plan Inventory show that there is quite a substantial variability in gender distribution across partner organisations. The proportion of women in each organisation (Fig. 2) ranges from 0% at Redbedlam to 60% at i2Media. The traditional under-representation of women in engineering can be seen in some of the technical partners in the CNG project (e.g., Exent), although some partners (e.g. Kaltura) is moving quite close to the 40% proportional representation target which has been set by the EC.

An encouraging image emerges when looking at the proportion of women in managerial positions (see Fig 3). Some partners reach a proportion of close to 50% of women in managerial positions.
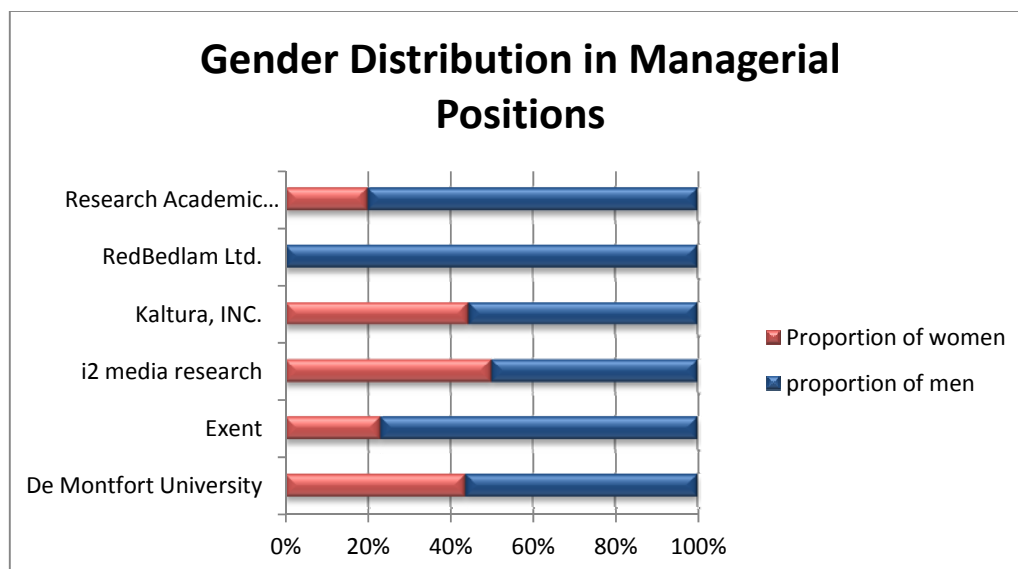
Gender Distribution in Managerial Positions

Research Academic…
RedBedlam Ltd.
Kaltura, INC.
i2 media research
Exent
De Montfort University

■ Proportion of women
■ proportion of men

0% 20% 40% 60% 80% 100%

Fig. 2 - *Gender distribution in managerial positions within partner organisations*

Gender distribution in CNG

Figure 4 presents the proportion of men and women actively contributing to the project. Again, we can see that although some organisations have a well-balanced gender distribution in their project workforce, most partners still have an under-representation of female workers. Positive exceptions to this are Kaltura and i2Media.
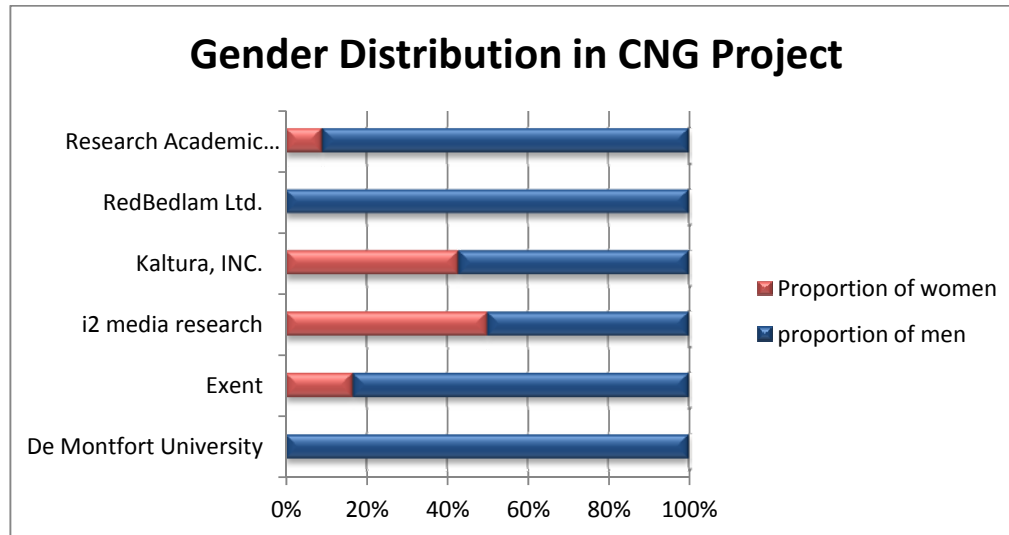

Fig. 3 - *Gender distribution within the CNG project.*

Figure 5 represents the gender distribution of managerial positions within the project, i.e., WP leadership. This number shows under representation of women in leading the WP in the project.
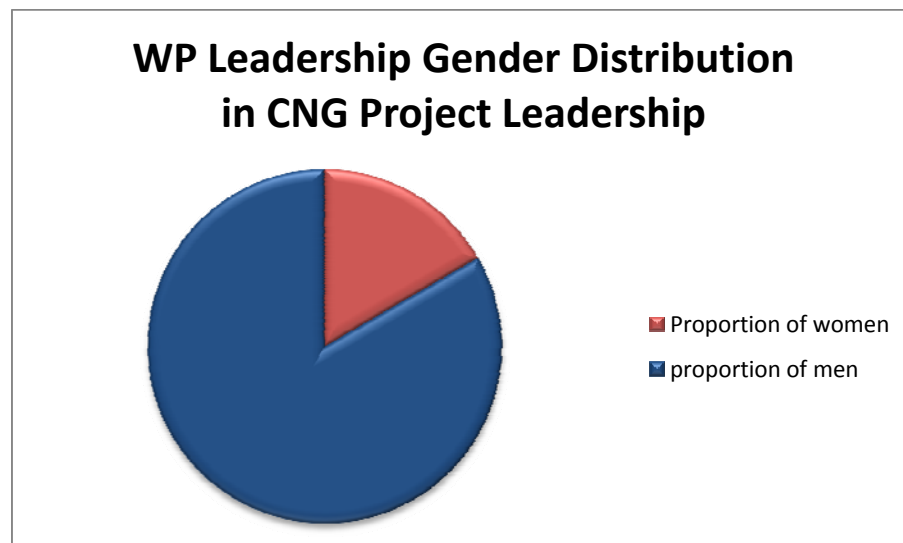

Fig. 4 - *Gender distribution of WP leadership within CNG*

2.3. Gender Action Plan –Increasing gender equality and raising gender awareness

Below, we outline a number of concrete actions CNG has implemented during its lifetime in order to increase gender equality and raise gender awareness:

Obtaining quantitative statistics
Updated and expanded the Gender Action Plan Inventory based on data on gender balance and (colleagues, management roles, participation in project) at partner sites (e.g., possibility and proportion of part-time employment, provision of childcare facilities, tele-working opportunities).

CNG also actively monitored:
- networking opportunities (e.g., Women in Science Network) and positive action schemes
- involvement of females as role models in technical education and training (e.g., female PhD supervisors).
- updated gender-disaggregated statistics from project partners to communicate these within the project and to the EC.

Ensuring work / life balance
To ensure compatibility of professional and private life, the majority of participating research partners operate a system of flexible working hours. Part-time working schemes are also offered by the large majority of project partners, including industry partners.
The CNG project is committed to limiting the necessary EU business travel as much as possible, especially during weekends, and to avoid late meetings.

Nominating a gender representative
Dr. Michal Tsur (KAL) was nominated to supervise and attend to the consideration of gender aspects throughout the duration of the project. She has communicated the status and progress of the Gender Action throughout the project.

Active involvement of the project manager
The project manager raised awareness of gender equality issues by stipulating its importance to partner organisations during and outside the General Assembly meeting.

Carefully observing gender in language use
Deliverables, internal documents, and scientific publications produced by CNG purposefully avoid vocabulary that implies an exclusively male readership, or suggests that the research findings apply only to men. This factor has been explicitly implemented in the internal Quality Assurance procedure of formal deliverables produced under CNG. Care has been taken to make specific reference to women whenever it is necessary to express female needs and life situations.

Careful consideration of gender-specific user interface and tools issues
The particular preferences and needs of men and women have been considered during the design phase. User interfaces have been designed to accommodate the respective demands and expectations of both genders, and be easily adapted to the user's particularities.
Interface design decisions have been based on carefully designed and ethically responsible research studies, using a proportionally correct representation of males and females in the research samples, drawn from the potential end-user population.

Consideration of the impact of introduction of collaboration and UGC tools into MMOGS

The inclusion of UGC that is anticipated pursuant to CNG, is new to MMOGs and so as part of the project we have remained sensitive in our research to gender differences/ tendencies in motivation to consume different types of content, as well as towards collaboration in general.
CNG will be looking to see whether the introduction of UGC tools and collaboration tools will impact the participation in and perception of women of the MMOGs, compared to men.

2.4. Gender Related Issues and Action Plan - Summary

This Gender Action Plan can be regarded as a starting point in the process of raising gender awareness and promoting gender equality within the CNG project. As was stated in the Introduction, gender equality is an essential value of the EC, and one which is pivotal for reaching the economic and R&D goals the EC has set for itself. It cannot reach those goals without incorporating a larger proportion of female scientists and engineers into its workforce. Moreover, contributions from women are essential in defining new services, new interfaces, and creating new forms of content for modern telecommunications networks. In this way, we can work to ensure acceptance and uptake of proposed technological and service innovations by the broadest possible group of end-users.

The gender-disaggregated data from our current self-assessment show that in CNG women are proportionally under-represented (26%), although not exceptionally so, as compared to EC statistics. Scientists and engineers in the EU are predominantly male. In 2004, only 29.0% of the EU researchers were female, and only 18% of researchers in the EU business and enterprise sector are women, despite the growing number of female university graduates.

In this report, we outline a number of actions that have been taken by the project. These actions include:

- Obtaining more detailed quantitative statistics
- Ensuring work / life balance
- Motivating and inspiring talented female students
- Nominating a gender representative
- Active involvement of the project manager
- Carefully observing gender in language use
- Careful consideration of gender-specific user interface issues

Although the actual gender distribution in the current project may not be significantly affected by these actions, we hope and expect these steps will substantially raise gender awareness within the CNG project, and provide valuable input to the overall gender mainstreaming effort by the EC. In this way, these actions are likely to positively affect the position of women beyond the scope and lifetime of the CNG project.

3. Legal - identifying legal topics related to CNG

This part of the report deals with legal challenges within the environment of user generated rich-media content.

These environments of user generated content face the challenge of users including infringing and/or inappropriate/offensive content. Moreover, in environments where users are allowed to create derivative work, it is important that the appropriate licensing schemes are used for the content so that derivative work would be allowed.

Legal topics related to content may arise in relation to sharing UGC, sharing and mixing game content, sharing and creating offensive content. The legal issues we have mostly focused on are those related to the protection of Intellectual Property rights (IP).

As part of the analysis we have identified the need to address the following legal topics:
- The topic of Copyright protection, and the risk of copyright infringement
- Handling of Content that might be offensive and risks associated with this
- Privacy issues, related to user data
- The ability to audit the system
- Liability exposure for stake-holders (Game developer, game platform, users)

These topics are not unique to the CNG environment. Many online platforms that allow for user generated content, as well as user sharing of content are susceptible to the risks that are outlined in this section. Moreover, environments where content is shared using P2P technology may also involve additional challenges related to auditing the transactions among users.

The CNG project brings together these challenges within a framework of MMOGs which previously did not allow for such user content and social activity.

3.1. Copyright

3.1.1. Sharing content captured from within games

CNG will allow users to capture game scenes, annotate them, comment on them, and share them.

Such a creation of derivative work from the games would require the appropriate licensing scheme on the side of the game developers and operators, permitting users to grab and share such content. It would also be important to notify game creators that such tools are available within the framework of CNG, as they may not want to submit their games to this experience.

One area of consideration in design would be the length or duration of the capture permitted from the game. The design may consider what is the definition of "fair use" of the content in this respect and limit the capture duration.

Another area of consideration relates to the need to prevent sharing of content from certain areas in games, as they might involve commercial information, or info that is private to users. This will be addressed in design and best practices.

3.1.2. Sharing UGC

The design of CNG allows users to share content created by users. Here we distinguish between two types of content: original and non-original content. While the system will not be able to distinguish between both types of content, it must address these types of content within its end user terms of use ("TOU"). See the proposed TOU in Appendix A to this report.

Original UGC

One type of content that will be shared by users is original content. With respect to this content the terms of use would need to address whether or not other users may manipulate this content (see TOU, User Content, Section 7).

Non original UGC with respect to content shared by users

Non original content could be a big concern to the operators, if shared as part of the MMOG experience using this platform.
Preventing this is a difficult task. CNG has addressed this by implementing a design that allows 3rd parties to request to take down content and users to report infringing as well as offensive content. We have also addressed this with the auditability of the system.

3.1.3. CNG End User Terms of Use (TOU)

The terms of use must address and prohibit copyright infringing activities, as well as offensive content (see TOU, User Content, Section 4). Moreover, it will need to address the possibility of the creation of derivative works (see TOU, User Content, Section 7), the monitoring of transactions as part of the need for auditability (see TOU, User Content Section 10), the right to remove users and content (id.), as well as the right to reveal user identity if requested by legal authorities (id.).

3.1.4. Creating derivative work based on content shared

There are two aspects to this topic. First, there is a need for a permissive licensing regime that would allow gamers to capture portions of the game and create derivative work (see TOU, Intellectual Property Rights in CNG Content and Game Content, Section 5). Second, there is a need for user approval to create derivative work based on their content through the collaborative features (see TOU, User Content, Section 7).

3.2. Offensive Content

The characterization of content as offensive may depend on age and jurisdiction. Games that are intended for different age groups, or on certain topics may vary in the constraints that they include. As part of the design, CNG will need to address this potential variation.

CNG recommends not allowing any offensive content, and including easy to use tools for collaborative filtering and alerting of such content. Users will be able to report about other users sharing such content, and depending on the specific commercial implementation it might be the case that users that get reported a certain number of times could be banned from using the community tools.

Additionally, certain games may require complete moderation of user content, before making it available.

Adult content may be completely forbidden in this framework, and the same rules would apply to it.

The potential for such content warrants a strong reporting mechanism that addresses:

– Collaborative filtering
– Moderation
– Age Dependence
– Jurisdiction dependence

3.3. Legal Considerations and liability for the different stake-holders

1. Players
    a. Need to be aware that their actions are auditable
    b. Need to be aware of Privacy Policy
    c. Need to be aware of licensing regime that may govern content they share
    d. Need to pay attention to copyright violation
    e. As a best practice should report offensive/illegal content

2. Game creators
    a. Need to be aware of sharing of game content
    b. Need to consider whether there are private zones in games from which content cannot be shared
    c. Need to consider which types of content they want to prohibit
    d. Need to consider which of the CNG tools are appropriate for their games
    e. Might want to pre-creating template objects for users to share

3. Operators
    a. Moderation
    b. Take down
    c. Licensing

4. CNG Project Participants
    a. Design allowing control

3.4. Auditability

The auditability of the system is important in light of the legal issues involved with the tools offered as part of the CNG project. The topic of auditability is an important topic wherever there is a concern for IP infringing content shared over CNG, as well as the sharing of offensive content and the need to track the offensive users. Moreover, the use of p2p technology would require central monitoring of the transactions in order to facilitate the auditability.

3.5. User Privacy and User Identity

The issues related to user identity, relate to the connection that is made between the CNG user identity and the users' identity at other social media-sites.
To the extent any information is exposed via such integration, special attention needs to be paid to security of sensitive data.

3.6. Summary and Legal Action Plan

The Legal action Plan adopted in previous versions of this report has focused on the actions needed to be taken to address the topics in this report. Accordingly, design considerations for the project were recommended and implemented. Additionally, proposed terms of use ("TOU", Appendix A) and privacy policy ("PP", Appendix B) were drafted.

3.6.1. CNG Design Considerations related to legal issues

- Modularity – It is important that system is modular to allow game operators to select which of the community features they would like to apply to their games
- It is important to address the topic of auditability of user actions
- It is recommended to include user reporting, and/or collaborative filtering for offensive content
- It is also important to address the need to block users, as well as potentially ban certain content

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- Users should be required to explicitly consent to the terms of use related to community features

3.6.2. TOU and PP

The TOU and PP were drafted, while considering, among other things, user rights in content, restrictions related to the community features, and all topics in section 3.3.

4. Ethics issues, discussion and action plan

As part of the topic of ethics, the CNG team has addressed the following topics:
- CNG Research – it was necessary to assure that research conforms to local ethical regulations and codes
- Games' Stickiness
  - Since the CNG Project will be introducing additional tools, it is necessary to further research whether the CNG tools will have an impact on extent of game use, game stickiness and time spent on MMOGs
- Cyber Bullying
  - It is necessary to consider whether the new community tools that will become available via the CNG project, will promote cyber bullying, and how that might be prevented or controlled as part of CNG design
- Game Ethics
  - Make sure that CNG tools are not exploited for cheating (invisible in game objects, and sharing important competitive game info).

4.1. CNG Research

The Project activities will not infringe any EU or national legislation. It is also understood that apart from abstaining from activities that may infringe EU or national legal frameworks, all Partners will respect a common ethical framework (including in the domains of business practice and social conduct).

As a consequence of the user-centred design approach adopted in the CNG project, user studies have been performed at various locations throughout the project lifetime. Particular care has be taken to ensure that the best interest is served of individuals participating in experiments performed under CNG. As standard best practice, all experiments have been carefully planned and submitted for initial ethics review and approval by local Ethics Committee. The approach we have taken within CNG towards responsible experimentation can roughly be divided into four phases.

- First, it was established that there were indeed no alternatives for answering the scientific questions at hand other than directly involving human subjects as participants in a research experiment.
- Second, in cases where an experiment with participants was unavoidable, potential research participants were recruited on a voluntary basis, without pressure or extraordinary incentives. As is standard in consumer and user research, it is the view of CNG team that minimal compensation to participants/ respondents in the form of several Euros or pounds or the possibility of winning a prize shall not be considered extraordinary incentives, and should not influence their responses, or the credibility of their responses,. Both the participants (as well as their legal guardians in the case of children) were made aware of all aspects of the study that may influence their willingness to participate, using language and terminology that was reasonably understandable to the participants. In addition to obtaining informed consent from the participants and, where appropriate, their legal guardians, it was also made clear to the participants that they could withdraw from the experiment at any time and without penalties.
- Third, great care was taken that no experiment would contain any elements that may harm or threaten the participant, either physically or psychologically (through, e.g., undue pressure to perform, very difficult tasks, etc.). Protection of humans is our primary imperative and, in addition to legal and ethical standards, the individual investigator's commitment to the protection of his or her research participants should not be underestimated. Without their volunteer participation in research, we would not gain the knowledge needed to advance science and technology, which in turn would be beneficial to a potentially large number of people.
- Finally, CNG regards personal data as confidential and has taken every precaution to guarantee the privacy of participants, i.e., ensuring that personal data would be appropriately annonymized and be made inaccessible to 3rd parties. As examples: (i) with respect to the gamer surveys by i2 media, all respondent data was kept anonymous and confidential according to i2's usual procedures, and (ii) with respect to stakeholder

research by EGDF in association with i2 media, no identifying respondent information was even shared with other CNG project members

As part of the topic of ethics, CNG has considered the topic of participation of minors in games. The demographics of MMOG players are fairly diverse, including school children, college students, early professionals, middle-aged family folk, and people who have retired. MMOGs do not appeal only to a youth subculture. That said, many MMOG players are young people and so CNG is sensitive to ensure that the functionality it develops adequately addresses any ethical issues that might affect young people. Adolescents in Western societies are avid media consumers. A Kaiser Family Foundation study amongst a nationally representative sample of 2,032 US students between 8 and 18 years old, showed that almost all kids own some type of music medium, more than two-thirds have their own TV set, half have their own VCR, and half their own video game console ([RoFoRi05]). Adolescent media users frequently multitask, combining multiple media streams, such as listening to music and watching a soccer match, while chatting on the internet, or texting on their mobile phone. This distributed media consumption pattern makes it difficult for media researchers to establish exactly how much time adolescents spend on playing digital games. An informed estimate would be that male adolescents play about 11 hours per week on average (around 1.5 hours per day). Female adolescent gamers tend to spend less time gaming. A recent Ipsos MORI survey amongst over 2300 11-16 year-old students in England and Wales investigated students' attitudes towards mainstream computer games and found that the majority of the sampled students perceived several benefits of playing computer games. More than two-thirds of respondents thought that games would improve their computer skills and just under half thought that they would help to improve strategic thinking skills such as problem solving.

Children between ages 12 and 16 are in the process of developing their personal identities and are highly prone to use media for social comparison and learning. They are also still regarded as vulnerable to certain kinds of content, which is one of the reasons why certain age rating systems take 16 years of age, and sometimes 18, as a boundary age for certain types of adult media content (e.g., graphic violence, sexually explicit content). These are issues that the CNG project has had to be sensitive to when developing new engaging online social media tools to augment MMOGs which are likely to appeal to young people. In collaboration, the partners in the project have formulated guidelines for the implementation of CNG (Best Practice Report, D6.4).

CNG will rely on access controls implemented by the MMOG providers. Hence, CNG will assume that a particular user may participate in a given MMOG, if approved by the MMOG. However, since CNG will be facilitating the capturing and sharing of UGC, it will not only implement terms of use prohibiting forbidden content (see TOU, User Content Section 4), but it will also implement tools intended to empower users to monitor others' content and to encourage both minors and others to report inappropriate content, as well as infringing content. CNG may also consider implementing a reputation system for users, as well as preventing new users from sharing content before they have been part of the community for a certain minimum threshold of time. There are many known methods for preventing content vandalism by users, and CNG will implement the best of them in light of best practices.

4.2. Games՚ Stickiness

D6B shows some evidence that CNG tools will generate greater stickiness of games in general and MMOGs in particular. We recommend monitoring CNGs՚ effects once it is released for use by the general public.

4.3. Cyber Bullying

It will be necessary to consider whether the new community tools that will become available via the CNG project will promote cyber bullying once CNG is released for use by the general public, and to ensure there are effective reporting and management processes to discourage any such negative behaviour.

4.4. Game Ethics

It is necessary to ensure that CNG tools are not exploited for cheating (invisible in game objects, and sharing important competitive game info).

4.5. Summary and Ethical Action Plan

The action Plan for addressing the ethical topics includes all of the following:

1. CNG User testing and user research – CNG ensured that research was performed in accordance with acceptable standards. Accordingly, any compensation provided to participants, was reasonable, and participants were not pressured.
2. Game Stickiness – This is a topic that the project's final year research is addressing – exploring whether the new tools being introduced lead to players spending more time playing. The CNG server is able to track this, and the future commercial service will be compatible with various parental control tools.
3. Cyber Bullying – this topic falls under offensive content, and was also handled as a legal topic. It is important to be able to report on it, and stop it immediately.
4. Using CNG tools in order to cheat. It is important to be able to prevent such cheating when alerted by users reporting it, and it being stopped.

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6. Appendixes

6.1. Terms of Use

The Community Network Game Terms of Use

Acceptance of Terms:

1. You must read the following terms and conditions of use ("Terms of Use") carefully. By signing up for the services offered hereby ("Services"), you are agreeing to be bound by the Terms of Use, which constitute a legally binding agreement between you and CNG in relation to your use of the Services. You may not use the Services if you do not accept the Terms of Use. Any new features or tools which are added to the Services shall also be subject to these Terms of Use.

2. CNG reserves the right to update and change these Terms of Use from time to time without notice. Any updates or changes will be effective immediately upon posting of the revisions on http://www.cng-project.eu/terms.html, and you waive any right you may have to receive special notice of such updates or changes. Your continued use of the Services following any update or change of the Terms of Use will signify your acceptance of such revised terms. It is your responsibility to frequently review the Terms of Use for any updates or changes that may impact you. If you do not agree to the revised terms, you must stop using the Services.

The Services:

1. CNG provides you, as part of the Services, with electronic tools, features and services, which enable you to upload, create and share media content or otherwise interact in various manners with other users of the Services.

2. The Services are provided on an "as is" and "as available" basis. You acknowledge that your use of the Services is at your own risk.

3. CNG reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice, at any time. CNG shall not be liable to you or to any third party for any modification or discontinuance of the Services.

Basic Account Terms:

1. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with them. In any case, you affirm that you are over the age of 13, as the Services are not intended for children under 13.

2. In order to use the Services, you have to login through your account. You may never use another user's account without the explicit permission of such user.

3. When creating your account, you must provide accurate and complete information, including a valid email address and any other information requested in order to complete the signup process.

4. When registering to the Services, you may choose a username and password. CNG reserves the right to disallow or remove certain usernames. In particular, CNG may reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

5. You are responsible for keeping your username and password secure. Although CNG will not be liable for your losses caused by an unauthorized use of your account, you may be liable for the losses of CNG or others due to such unauthorized use. You must notify CNG

immediately of any breach of security or unauthorized use of your account (http://www.cng-project.eu/?page_id=91).

6. You are solely responsible for any activity that occurs under your account.

7. You must use the Services solely for personal, non-commercial purposes. In particular, you must not use the Services for any commercial solicitation purposes. You agree not to send unwanted mail or advertisements through the Services to other users.

8. You must not use any electronic tools, including spiders, robots (bots), crawlers, data mining tools or any other automated means on the Services, regardless of the purposes and/or configuration and/or mode of operation of such electronic tools.

9. You may not use the Services for any illegal or unauthorized purpose.

10. You must not, in the use of the Services, violate any laws in your jurisdiction (including, without limitation, copyright laws).

11. A breach or violation of any of the Terms of Use, as determined at the sole discretion of CNG, may result in the termination or suspension of your account, with or without notice. Such suspension or termination of the Services may result in the deactivation or deletion of your account or your access to your account, and in such case, all content in your account (including User Content, as defined below) may be immediately and irretrievably deleted from the Services, with the exception of such data CNG may be obligated to store for a certain period of time in accordance with applicable laws and regulations.

Intellectual Property Rights in CNG Content and Game Content:
1. The Services and any content displayed as part of the Services, including, without limitation, text, software, scripts, graphics, photos, characters, sounds, music, videos, interactive features and logos ("CNG Content"), but excluding all User Content (as defined below) and Game Content (as defined below), are owned by or licensed to CNG, and is subject to copyright and other intellectual property rights.

2. The CNG Content is provided to you for your personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of CNG. CNG reserves all rights not expressly granted in and to the CNG Content.

3. You agree to not engage in the use, copying, or distribution of any CNG Content other than as expressly permitted herein.

4. You agree not to circumvent, disable or otherwise interfere with security related features that prevent or restrict use or copying of any CNG Content.

5. It is hereby clarified that the CNG Content does not include the "The Missing Ink" (hereinafter, "Game") or any of the features included in the Game, including, without limitation, text, software, scripts, graphics, photos, characters, sounds, music, videos, interactive features and logos (hereinafter, collectively, "Game Content"). Some features and tools included in the Services may allow you to make certain uses of Game Content, including the recording and editing of a video based on the Game, making such video available to other users of the Services and live broadcasting of Game Content. The respective owners of the legal rights to the Game have consented that you make such and other uses of Game Content, so long as such uses are permitted through the functionality of the Services. Sections 2-4 above apply, mutatis mutandis, to your use of Game Content.

User Content:

1. You are fully responsible for any and all text, screen names, comments and annotations, links, messages, blog-posts, tags, pictures, graphics, photos, music, videos, 3D objects and other forms of media, content, data or information uploaded, posted, stored, transmitted or submitted under your CNG account or otherwise made available by you through the Services (collectively, "User Content").

2. You hereby agree not to submit User Content that is protected by copyrights, performance rights, database rights, trademarks, service marks, patents, trade secrets or other proprietary or intellectual property rights (hereinafter, collectively, "IP Rights"), unless you are the owner of such rights or have permission from their rightful owner to use such content and authorize others to use it in the manner contemplated by the Services, and to grant the licenses described in Sections 6-7 below with respect thereto. You must not upload, post, display, perform, send, transmit or otherwise make available through the Services any User Content in which you do not possess the appropriate right to do so.

3. By posting User Content to the Services, you represent and warrant that you have written consent, permission and/or release of any and all persons identifiable in the User Content to use their name, photo, picture or likeness, as applicable, in the manner contemplated by the Services.

4. You hereby agree not to post, upload, transmit, distribute, store, create, publish, cause the display or performance of, or otherwise make available on or through the Services, User Content that:

    a. is libelous, defamatory, or invasive of another's privacy or publicity rights;
    b. is harmful, threatening, abusive, harassing, intimidating, tortuous, vulgar, hateful, racially, ethnically or otherwise offensive or discriminatory;
    c. is obscene, pornographic, indecent, lewd, suggestive, inflammatory, fraudulent, excessively violent or harmful to minors or otherwise inappropriate;
    d. may constitute, encourage or provide instructions for a criminal offense;
    e. may violate the rights of any third party, including without limitation any IP Rights;
    f. is prohibited under any applicable law or regulation;
    g. impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
    h. is misleading, fraudulent or deceptive;
    i. contains unsolicited promotions, political campaigning, advertising or solicitations;
    j. includes private information of any third party, including, without limitation, addresses, phone numbers, email addresses, U.S. Social Security numbers and credit card numbers, without express written consent from such third party;
    k. contains software viruses, corrupted data or other computer code, files, programs or malware that may destroy, interrupt, interfere with or otherwise limit the functionality of any computer software or hardware, or gain unauthorized access or collect data; or
    l. is, in the sole judgment of CNG, objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose CNG or any of its other users to any harm or liability of any type.

5. CNG does not have any ownership rights in User Content. To the extent you are the original author of your User Content, after posting it on or through the Services, you continue to retain all of your ownership rights in it, subject to the licenses described in Sections 6-7 below. You understand and acknowledge that if any of your User Content is a derivative work or a joint work, then your rights in it are subject to the applicable legal rules with respect to ownership of derivative works or joint works, respectively.

6. By posting User Content on or through the Services, you hereby grant CNG and any of its affiliates a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, copy, perform, transmit, distribute, display, making available to others, prepare derivative works of, modify, remix, excerpt, host, cache, store, archive, index, crawl, create algorithms based on, adapt or transcode the User Content to appropriate media formats, standards or mediums, as may be necessary in order to provide the Services to you and to other users. This license does not grant CNG the right to sell User Content or otherwise distribute it outside the scope of the Services; provided, however, that: (a) streaming of User Content on third party websites via embedded widgets, APIs or similar tools (hereinafter, "Linked Services") shall not be deemed a distribution

outside the scope of the Services; and (b) User Content marked by you as "Public" may be used and linked to by CNG for promotional services.

7. By posting User Content on or through the Services you also hereby grant other users of the Services a non-exclusive license to (a) access, distribute, display and/or perform User Content through the Services or through Linked Services; (b) review, comment on or tag User Content; (c) send and distribute the User Content via email, instant messenger or otherwise through the Internet or any other electronic communications system; (d) reproduce, remix, prepare derivative works of, include in compilations and mash-ups, and make any other uses of User Content as permitted through the functionality of the Services; and (e) distribute, display and/or perform the works resulted of any of the activities described in the foregoing clause. Please note that you may set restrictions to the license granted by you by marking your User Content as "Private" or by limiting its distribution to specific groups of users, all as permitted by the functionality of the Services.

8. The licenses granted by you in Sections 6 and 7 above may not be revoked by you following your submission of User Content to your account. Furthermore, you acknowledge that even if you terminate your account and wish to remove your User Content from the Services, CNG is not obligated to delete or ask other users to delete such User Content.

9. You acknowledge that CNG, by providing users with the ability to view and distribute User Content, is merely acting as a passive conduit for the distribution of such content. CNG does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and to the extent permissible by law, CNG does not undertake any obligation and EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER CONTENT. In particular, CNG does not undertake or assume any duty to review and monitor User Content created or uploaded through the Services.

10. Notwithstanding the foregoing, CNG reserves the right to instate whatever mechanisms of auditing it deems necessary, in order to ensure compliance with these Terms of Use. In particular, CNG reserves the right to block, remove or delete any User Content, without prior notice, if it, in its sole discretion, has reason to believe that such User Content infringes on another's IP Rights or otherwise violates these Terms of Use. CNG may terminate a user's access for uploading such User Content in violation of these Terms of Use at any time, without prior notice and at its sole discretion. Such termination may result in the deletion of all content in your account, as explained in Section 11 to the Basic Account Terms above. CNG also reserves the right to reveal user identity if requested by legal authorities.

11. You understand that when using the Services, you will be exposed to User Content from a variety of sources, and that CNG is not responsible for such User Content posted or shared through the Services. Despite our best efforts, you may be exposed to User Content that is offensive, indecent, or objectionable, and YOU HEREBY WAIVE ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU MAY HAVE AGAINST CNG WITH RESPECT THERETO. Your use of the Services is at your own risk.

12. You should know that other users of the Services are required to agree to the same Terms of Use. As a result, while using the Services, you may make any and all uses described in Section 7 above with respect to User Content submitted by others. You hereby agree to not engage in the use, copying, or distribution of any User Content of others obtained through the Services for any commercial purposes.

Privacy:

1. Please refer to the terms of our privacy policy, published at http://www.cng-project.eu/privacy.html (hereinafter, "Privacy Policy") for information on how CNG collects, uses and discloses personally identifiable information from its users. By accepting these Terms of Use, you are also accepting the terms of the Privacy Policy, which are incorporated herein by reference for all purposes.

2. You hereby acknowledge that (a) other users of the Services may access and view certain information related to your account, including, without limitation, your list of idols, fans and/or friends, and you hereby waive any claim based on privacy rights in relation thereto; and (b) some features that may be offered as part of the Services from time to time, such as chat rooms and forums, are for public and not private communications (hereinafter, "Public Forums"), and you have no expectation of privacy with regard to your activity in such Public Forums.

Warranty Disclaimer:

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, CNG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. IN PARTICULAR, CNG DOES NOT WARRANT THAT (I) THE CONTENT YOU MAY ACCESS THROUGH YOUR USE OF THE SERVICES IS ACCURATE, COMPLETE, RELIABLE OR CURRENT; (II) THE QUALITY OF THE CONTENT YOU MAY ACCESS THROUGH YOUR USE OF THE SERVICES WILL MEET YOUR EXEPCTATIONS; OR (III) THE SERVICES WILL BE UNITERRUPTED, TIMELY, SECURE OR ERROR-FREE. CNG CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

External Websites:
The Services may contain features that may link you to third party websites, databases, networks, servers, systems, applications (hereinafter, collectively, "External Websites"). CNG has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any External Websites. By linking to an External Website, CNG does not imply that it endorses such External Website or the content included therein. CNG DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM ARISING FROM YOUR USE OF ANY EXTERNAL WEBSITE.

Limitation of liability:

IN NO EVENT SHALL CNG, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (I) YOUR USE OR INABILITY TO USE THE SERVICES; (II) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OBTAINED THROUGH THE SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA SUBMITTED THROUGH OR STORED ON THE SERVICES; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ANY CONTENT POSTED BY, STATEMENTS MADE BY, OR CONDUCT OF OTHER USERS OF THE SERVICES; AND/OR (VII) ANY OTHER MATTER RELATED TO THE SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Waiver of Claims:

You hereby irrevocably waive the right to assert any claim against CNG in relation to content generated, uploaded, transmitted or otherwise used in connection with the Services, including, without limitation, any claim based on IP Rights or privacy or publicity rights.

Indemnity:

You agree to defend, indemnify and hold harmless CNG, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including, without limitation, any IP Rights or privacy or

publicity rights; or (iv) any claim that your conduct while using the Services or any User Content submitted by you caused damage to a third party. This obligation will survive these Terms of Use and your use of the Services.

Miscellaneous:

1. These Terms of Use shall be governed by the internal substantive laws of United Kingdom, without respect to its conflict of laws principles. Any claim or dispute between you and CNG that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in London, UK.

2. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CNG without restriction.

3. These Terms of Use, together with the terms and conditions of the Privacy Policy, shall constitute the entire agreement between you and CNG concerning the Services.

4. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

5. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CNG's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Updated September 16, 2012

6.2. Privacy Policy

THE COMMUNITY NETWORK GAME PRIVACY POLICY

Last updated: September 16, 2012

1. General

1.1. This Privacy Policy sets forth the Community Network Game's ("**CNG**") procedures and policies with respect to the collection, use and disclosure of its users' information. By accessing the CNG Websie and/or using the services offered by CNG (collectively, the "**Services**"), you hereby consent to the collection, use, transfer, storage, manipulation, disclosure and other uses of your information as further set forth in this Privacy Policy.

1.2. This Privacy Policy covers the Services. The Services may, from time to time, contain links to and from third party websites, databases, applications, networks, servers or systems (hereinafter, collectively, "**External Websites**"). CNG has no control over, and assumes no responsibility for, the privacy policies of any External Websites. If you follow a link to any of these External Websites, please check their privacy policies before you submit any personal data thereto.

1.3. CNG reserves the right, in its sole discretion and without prior notice, to revise, change and/or modify this Privacy Policy at any time and will display its most current version at [add link]. You hereby agree to periodically review the Privacy Policy and to keep yourself updated of any modification or change. By continuing to access and/or use the Services, you hereby agree to the Privacy Policy which is in effect at such time.

1.4. CNG forbids users under the age of 13 to create an account and use the Services. In the event that CNG becomes aware that a user under the age of 13 has shared any information, it will delete all such information from its database. If you have any reason to believe that a child under the age of 13 has shared any information through the Services, please contact us at [add e-mail address]. For minors older than 13, we strongly advise that they ask their parents for permission before posting information about themselves through the Services.

2. Information We May Collect from You

2.1. We may collect and process the following data about you in the course of providing the Services:

   a. Information that you provide us while registering to the Services.
   b. Content that you upload to the Services and your interactions within the Services.
   c. Details of your access to the Services, including without limitation traffic data, location data and other communication data.
   d. Information you provide when reporting a problem with the Services.
   e. A record of our correspondence with you, in case you contact us.

2.2. While accessing and/or using the Services, we may automatically record some of the information which your browser sends ("**Browser Information**"). Such Browser Information may include, without limitation, your operating system and browser type, sites which you have previously visited, features of the Services which you have accessed, IP addresses, information you have searched on the Services and other details. You hereby agree and acknowledge that CNG may use such Browser Information for system administration and to report aggregate information to our advertisers.

2.3. We may use cookies (data stored on your computer's hard-disk for an extended period of time) in order to improve our Services and deliver a better and more personalized service. You may remove or block cookies through your browser settings; however, this may impact your ability to use the Services.

3. Sharing Information and Disclosure

3.1. Other than as specified in this Privacy Policy, we shall keep all personal information we collect from you protected and confidential.

3.2. You hereby acknowledge that (a) other users of the Services may access and view certain information related to your account, including, without limitation, your list of idols, fans and/or friends; and (b) some features that may be offered as part of the Services from time to time, such as chat rooms and forums, are for public and not private communications (hereinafter, "**Public Forums**"), and you have no expectation of privacy with regard to your activity in such Public Forums.

3.3. By posting content on or through the Services, without marking it as "Private" or limiting its distribution to specific groups of users, as may be permitted by the functionality of the Services, you grant other users of the Services permission to (a) access, distribute, display and/or perform such content through the Services or through third party websites linked to the Services; (b) review, comment on or tag such content; (c) send and distribute the content via email, instant messenger or otherwise through the Internet or any other electronic communications system; and (d) make any other uses of the content, all as permitted through the functionality of the Services.

3.4. You agree and understand that CNG may disclose and share your non-identifying information, including Browser Information, with third parties in order to deliver Services to you [and for industry analysis and demographic profiling]. In addition, CNG may also provide your information to its service providers for the sole purpose of allowing them to facilitate the Services or to assist CNG in analyzing its Services.

3.5. CNG may freely assign, share, disclose or transfer any of your information to a third party in connection with the reorganization of CNG and/or the Services as a result of an acquisition, merger, sale of assets or otherwise.

3.6. The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ('EEA'). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

4. Deleting or Removing Information

You may delete or change your account information at any time by editing your account information. But even after you remove information from your profile or delete your account, parts of that information may remain viewable to the extent it has been shared with others. CNG is not obligated to delete or ask other users to delete such information. In addition, CNG may retain archived copies of your information.

5. Law Enforcement

5.1. CNG reserves the right to disclose any content and/or information it reasonably believes is necessary (i) to satisfy and enforce any applicable law, legal process or governmental request, (ii) detect or prevent any security and technical matters, including protecting the rights, property and security of CNG and any of its users, and (iii) respond and attend to any support users' request.

5.2. Certain features of the Services allow you to limit access to your information. But unfortunately there are no security measures there are totally safe on the internet. CNG does not guarantee the security of any of your private transmissions against unauthorized or unlawful interception or access by third parties. We encourage you to follow the basic internet security practice by choosing a strong password, by using different passwords with your different accounts on the internet and by having a good and up to date antivirus software.

5.3. If you come across any security violations you should report it to us by emailing us at _____.

6. Contacting CNG

If you wish to contact CNG and/or ask any questions about this Privacy Policy, you may do so by emailing CNG at _____.

6.3. Additional Terms included in the "Beta Phase Terms of Use"

6.1. The Services are made available to you before final release to the general public ("Beta Phase") and are incomplete and experimental in nature. CNG TAKES NO RESPONSIBILITY FOR ANY MALFUNCTION OR UNDESIRED ACTION OCCURRING AS A RESULT OF YOUR USE OF THE SERVICES.

6.2. You acknowledge that the concepts and features embodied in the Services and all other information concerning the Services are confidential and proprietary (hereinafter, "Confidential Information"). You agree not to share (including via your disclosure of your login information to any third party) any Confidential Information with anyone else without prior written permission from CNG. You further agree to use your best efforts to safeguard and to prevent unauthorized access to, or use of, the Services. You acknowledge and agree that unauthorized reproduction, use and/or disclosure of Confidential Information by you shall cause CNG irreparable harm for which its remedies at law would not be adequate, and therefore, you agree that CNG shall be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of any of your obligations hereunder. This restriction on disclosing Confidential Information shall terminate immediately upon the Services becoming available to the general public.

6.3. During the Beta Phase, you may provide CNG with feedback, comments and suggestions regarding your experience using the Services ("Feedback"). All rights, title and interests in and to the Feedback shall, as between you and CNG, be and remain the sole property of CNG. You hereby grant CNG the complete, perpetual, and irrevocable right to use, in any manner and for any purposes, any Feedback, with or without attribution to you in CNG's sole discretion, and without any notice or compensation to you of any kind.

6.4. Gender Legal and Ethics– empirical results for the use of CNG (as presented at the Final Review Meeting)

The first two slides below on empirical results on gender were presented at the final review as part of the D7.1.3 presentation. Alongside are included slides presented on legal and ethical issues. Discussion of these three issues are covered in the main document.
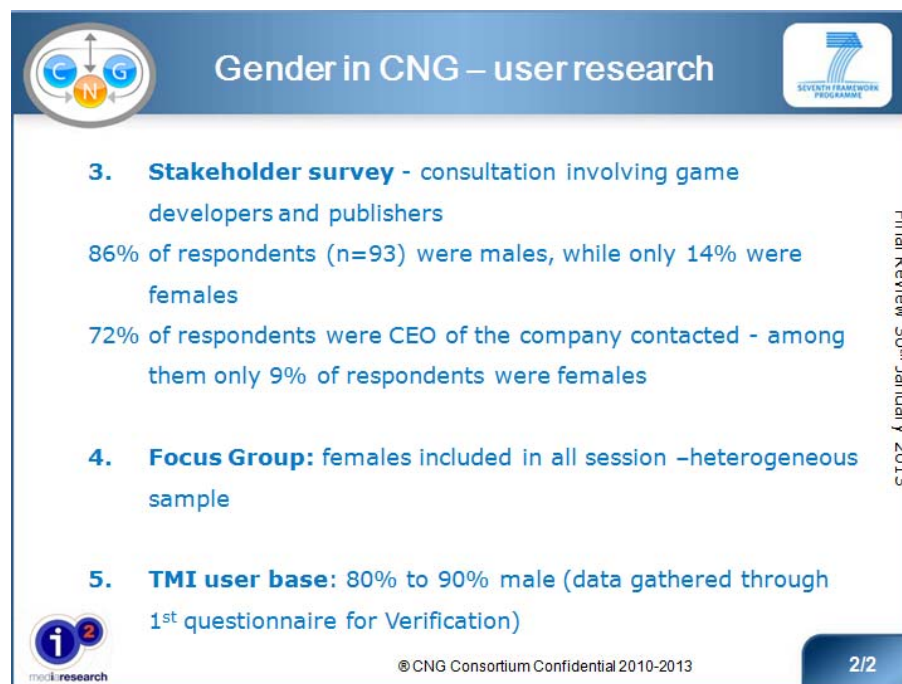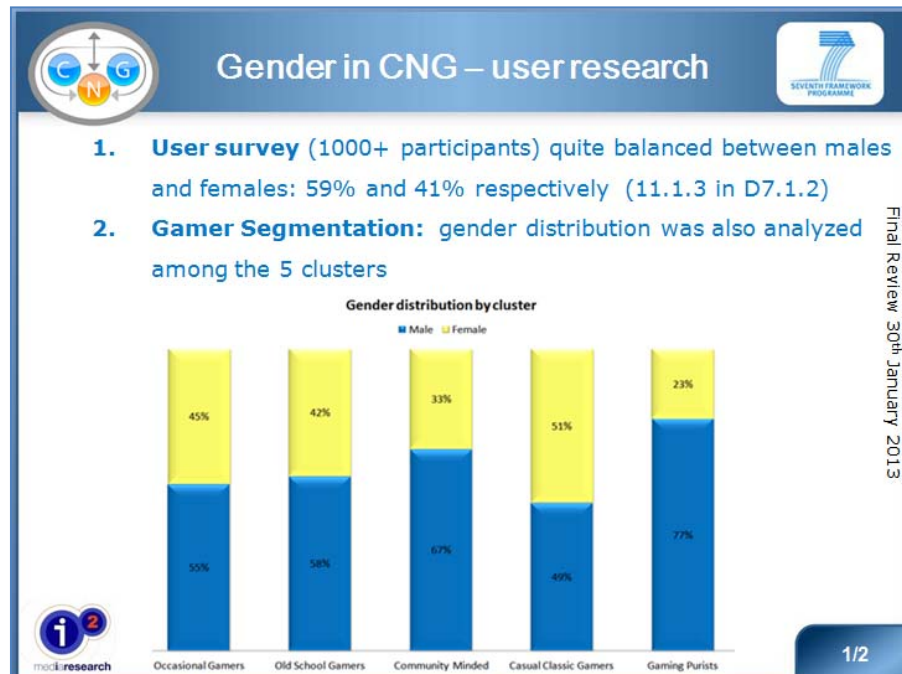
Legal Issues Addressed in Privacy Policy & Terms of Use

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IP Licensing

Privacy Policy

CNG Design Considerations Related to Legal Issues

Ethics Summary