



Empirical Reflection and Standard Configuration of Data Authorization Mode in Platform User Agreements Based on Research on 37 Platforms

Peng Qi^(✉), Gen Yang, Jiaqi Liang, Yunxi Ma, Aoni Song, and Wenxuan Ran

Xi'an Jiaotong University, No. 28, Xianning West Road, Xi'an,
Shaanxi 710049, People's Republic of China
15339228678@163.com

Abstract. As a new factor of production, data contains enormous economic benefits. In the era of the internet, various platform's attempt to deprive users of their data rights and gain economic benefits through different data authorization modes. This paper makes an empirical analysis of the data authorization modes in the user agreements of 37 platforms in our country, finds out the existing problems of the platform data authorization mode, and puts forward relevant regulatory measures.

Keywords: Data authorization · user agreement · user's · sdata · data rights

1 Introduction

The 20th National Congress of the CPC clearly proposed the requirement to “accelerate the construction of a strong network country and digital China” [1]. Data, as a new factor of production containing enormous economic benefits, has also gradually attracted the attention of platforms. In order to transform the behavior of using user data for free and low-cost sharing from illegal to legal, and to avoid infringement risks in accordance with the requirements of the rule of law, platforms have set up data authorization provisions of various types in user agreements, which may to some extent reduce users' personal data rights, violate the principle of fairness, and conflict with existing laws and regulations. Therefore, it is necessary to conduct systematic research on data authorization clauses to ensure the standardized operation of platforms and safeguard the legitimate data rights of users. Thus, this study uses text analysis to empirically investigate 37 platform user agreements, analyze the characteristics and current issues of each data authorization modes and propose compliance paths to address these issues.

Foundation Project: Supported by project of the China Postdoctoral Science Foudation (Project number: 2023M732765), Shaanxi Social Science Foudation (Project number: 2022PZXWT02, 2022E006).

2 Empirical Analysis of Data Authorization Provisions

2.1 Data Authorization Modes in Platform User Agreements

Through quantitative analysis, it was found that significant diversity appears in data ownership, authorization permissions, and authorized objects. Therefore, the classification mode refined the classification criteria and adopted data ownership, authorization permissions, and authorized objects as classification standards. The data authorization modes in platform user agreements are classified as follows:

Firstly, based on data ownership, data authorization modes are classified into two categories: the User Ownership Mode and the Platform Ownership Mode. (1) The User Ownership Mode means that the ownership of users' data belongs to the user and will not be transferred due to the agreement. And based on the specific service features of different platforms, the agreement will make clear provisions on whether specific rights belong to the user. (2) The Platform Ownership Mode means that after signing the agreement, the user's rights to their data are transferred to the platform to varying degrees. It can be further divided into the Copyright Belongs to the Platform Mode and the Data rights Belong to the Platform Mode. In the Copyright Belongs to the Platform Mode, the copyright of all content published by the user on such platforms belongs to the platform, and the rights transferred by the user to the platform are only copyrights.

Secondly, based on authorization permissions, data authorization modes are classified into the Unlimited Authorization Mode and the Regular Authorization Mode. (1) The Unlimited Authorization Mode mainly refers to platforms requiring users to grant them "free", "unconditional", "perpetual", "exclusive", "irrevocable", "unrestricted by geography" to use users' data [2]. (2) The Regular Authorization Mode does not have too many restrictions on authorization permissions. The transfer of users' data usage rights is "non-exclusive", "non-perpetual", with specific geographical restrictions, usage restrictions, re-licensing restrictions, etc. [3].

Thirdly, based on authorized objects, data authorization modes are classified into the Authorize to Platform Mode and the Authorize to Platform and Third-party Mode. (1) The Authorize to Platform Mode specifically refers to users only authorizing the platform through the agreement. If third parties outside the platform want to obtain users' data, they need to be authorized by the user again. (2) The Authorize to Platform and Third-party Mode specifically refers to users authorizing the platform and its affiliates to use their data through signing the agreement. Third parties can obtain user information directly from the platform without secondary authorization from the user. Platforms that adopt this pattern usually emphasize in the "third party" section of their agreement that "the platform has the right to authorize third parties" and "authorized content is synchronously shared with affiliated platforms" (Fig. 1).

2.2 Discovery and Analysis of the Issues

This study found the following issues with the data authorization mode adopted by various platforms.

- (1) Insufficient duty to call attention. Currently, regardless of the data authorization mode adopted by the platform, the signing of the platform user agreement is based

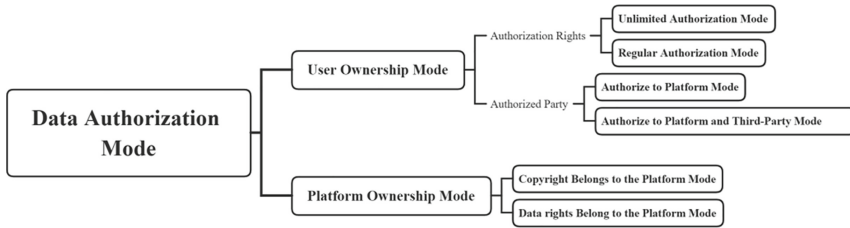


Fig. 1. Diagram illustrating the classification of data authorization mode in platform user agreements

on the user clicking “agree” as the effective condition. In fact, the vast majority of users only start using the platform services after clicking “agree” and do not really know the specific content of the user agreement [4]

- (2) The phenomenon of “grossly unconscionable” is evident. The data authorization clauses in platform user agreements often set out clearly unfair rights and obligations for both parties, resulting in the phenomenon of “grossly unconscionable”. In terms of excluding the user’s main rights, the unlimited authorization mode is the most prominent.
- (3) The authorized content specified in the data authorization provision violates regulations. Firstly, a large number of data authorization clauses cover the modification rights of the author’s moral rights. Secondly, as copyright owners, users can license others to exercise one or more of the rights in their copyright property rights and have the right to receive remuneration according to the agreement or regulations [5]. In reality, the data ownership platform mode requires users to transfer their original content copyright for free, and the unlimited authorization mode requires users to license the platform to use their original content for free, denying or weakening users’ copyright property rights.
- (4) The data trading process is opaque, and the risk of data leakage is high. Users often find it difficult to know the usage path of their data from platform user agreements, such as how the platform conducts “algorithm recommendations” on users. In addition, the right to delete personal information of users is unreasonably restricted, and the provisions of personal data protection are not effectively implemented.

3 Normalization Suggestions of Platform User Agreement Data Authorization Modes

3.1 Duty to Call Attention: Improving the Way of Fulfillment

In terms of content, on the one hand, the platform can set special clauses at the beginning of the user agreement to remind users to carefully read the terms and protect their own data rights, and display key terms in a concentrated manner. On the other hand, the platform can inform users about data authorization-related information by providing links, clear labeling, and interactive forms entering the chatbot interface.

In terms of form, (1) the platform can use pop-ups to display key terms in the pop-up window and set a reading duration. Only after the user has read and understood

the key content of the agreement can they select the “agree” button. (2) The platform needs to change the way of reminding users with long paragraphs and bolded terms, and use bold and highlighted key words and sentences. (3) The platform can use animated demonstrations and textual explanations with pictures and simple language to increase examples, links to key terminology definitions, and other explanations so that users with different levels of culture can understand the content of data authorization provisions [6].

3.2 Grossly Unconscionable: Establishing Communication Channels

Before revising the user agreement, the platform can release a modification notice to the users within the platform, collect feedback and opinions from users on the user agreement, and provide channels for users to express their demands.

The platform should try to flexibly change the existing personal information authorization framework, taking into account more of users’ expectations and acceptance levels, dynamically defining personal information and its existing risks, and breaking the rigid processing mode of the existing data authorization mode that statically categorizes “all or nothing” in advance.

3.3 Dilemma of Authorization Violations: Multi-Dimensional Collaborative Governance

Clarify administrative supervision and external supervision. Users’ feedback on the agreement is relatively weak, and only when the administrative department intervenes in the review of the platform agreement can the rights of all parties be truly guaranteed. To address this, a specialized department for network environment governance can be established, with the power to impose administrative penalties on the platform, supervise and punish platforms that violate laws and regulations, and provide relief channels for users.

Give full play to the self-discipline function of industry organizations. The role of industry associations can be strengthened, industry conventions can be established, and timely responses can be made to new issues and situations arising from data authorization, setting corresponding norms. The platform industry organization can develop a unified and compliant user agreement template, which can be used as a general example of the user agreement.

Build a multi-dimensional dispute resolution mechanism to protect the interests of all parties. In the event of data rights disputes, users can not only go to a court with jurisdiction based on the agreement, but also seek help from the administrative department, industry organizations, or contact the platform’s online customer service to negotiate with the platform privately, in order to save time and money.

References

1. Wen Yuheng, Jin Ming. Compliance assessment study for user registration agreements of scientific data centers [J]. *Library and Information Knowledge*, 2022 (1): 119-129.

2. Hu Li, He Jinhai. Empirical Study on Users' data Authorization Mode in Internet User Agreement: takes 40 Internet platform user agreements as the sample [J]. Law of Hebei Province, 2022 (10): 160-180.
3. Hu Li, He Jinhai. UGC authorization terms in the network user agreement: realistic picture and specification setting: takes the user agreements of 40 network platforms in China as the sample [J]. Social Scientist, 2021 (12): 125-131.
4. Qi Peng. Legal regulation of "Belt and Road" cross-border data transmission in the background of digital economy [J]. Legal Commentary, 2022 (06): 165-179.
5. Ji Leilei. Legal protection of personal sensitive information in the era of big data [J]. Library, 2021(01): 99-106.
6. Tang Min. Experience and enlightenment of personal sensitive information protection in Europe and America [J]. Library Construction, 2018(02): 41-47.

Open Access This chapter is licensed under the terms of the Creative Commons Attribution-NonCommercial 4.0 International License (<http://creativecommons.org/licenses/by-nc/4.0/>), which permits any noncommercial use, sharing, adaptation, distribution and reproduction in any medium or format, as long as you give appropriate credit to the original author(s) and the source, provide a link to the Creative Commons license and indicate if changes were made.

The images or other third party material in this chapter are included in the chapter's Creative Commons license, unless indicated otherwise in a credit line to the material. If material is not included in the chapter's Creative Commons license and your intended use is not permitted by statutory regulation or exceeds the permitted use, you will need to obtain permission directly from the copyright holder.

