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### **Google's response to [questionnaire](#) regarding ((EU) 2019/790)**

Google appreciates the opportunity to submit comments to the Norwegian government's questionnaire looking at key questions related to implementation of the EU Copyright Directive (2019). We have focused on answering the questions related to text and data mining, ECL, the press publishers right and use of protected content by online content-sharing service providers.

### **Presenting copies for text and data mining (Articles 3 and 4)**

Article 3 regulates text and data mining for the purposes of scientific research. An exception shall be introduced from the exclusive right for reproduction and extraction of works carried out by research organisations and cultural heritage institutions. The condition is that the organisations and institutions have lawful access to the work or subject matter, and that the purpose is text and data mining for the purposes of scientific research. A more general exception for text and data mining is found in Article 4. This exception only applies in cases where the rightholder has not expressly prohibited such use.

In the Copyright Act, several of the delimitation rules also apply to photographic images protected by copyright in accordance with the Copyright Act Section 23. Photographic images are not protected at an EU level and are therefore not included in Article 3 and 4 of the Directive.

### **Questions:**

- 1. Should the provisions implementing the exceptions in Articles 3 and 4 also apply to photographic images that are protected under the Copyright Act Section 23, even if it does not follow from the Directive?*

Yes it should. Otherwise the effet utile of Article 3 and 4 EUCD would not be achieved.

- 2. Should the provisions be interpreted so that reproductions and extractions for text and data mining purposes can be done from any subject matter that is openly available on the Internet?*



Yes, this is a correct understanding of the obligations provided under Articles 3 and 4 EUCD. Further, under Article 4, reservations should only be made in machine-readable format. For the exception to work as intended, and consistent with Recital 18, users seeking to mine content accessible online require reservations that are clear, unambiguous, and easily readable at scale and by AI tools. The reservation of rights should be balanced against the general need to develop AI technologies and access to quality data, both of which have been highlighted by the European Commission.

In transposition, it would be helpful to make clear that general language on a website or in the terms and conditions should not be considered an appropriate means to make a reservation, whether or not the content is openly available on the internet. In addition, it would be useful to clearly set out that a “reservation” can be retracted by the rightholder at any time.

Further, it would also be helpful to expressly state that reservations only apply going forward. Once TDM has been carried out, it is challenging, if not impossible, to remove a protected work from the entire output of a TDM process. For similar reasons, retaining copies of the data (within the limitations of the Directive) after a reservation has been entered should also be permitted to allow the continued reviewing and assessment of that particular TDM process.

**Record keeping:** In addition, transposing, we recommend that users be given the ability to retain copies and to carry out reproduction to document, verify, and test outputs of TDM. This is consistent with the letter and spirit of the Directive, which does not suggest that TDM would be an infringement of copyright without the new exceptions. Rather, the Directive takes a broad approach to acts that are permitted under the new exceptions.

The ability to maintain records is also fundamental to document TDM in the commercial context. For instance, TDM may occur in the course of machine learning or developing AI systems. The governance and ethical use of these powerful and multi-purpose technologies require care and effort. This may require that the datasets used in training a machine learning model or devising an AI system be documented, recorded, and reviewed. In our “Perspectives on Issues in AI Governance,” we highlight the need for explainability standards and approaches to appraising fairness in AI.

3. *What types of measures should be considered as “measures to ensure the security and integrity” under Article 3 no. 3?*

No answer.

4. *Does Article 4 imply a right to digitize material in order to perform text and data mining?*

Yes. Article 4 is not limited to digital or already “digitised” material. Not allowing digitisation of material for the purposes of performing text and data mining would go against the effet utile of



the provision. It would not be compliant with Article 4 which is a harmonised, mandatory exception to the reproduction right, and which is not limited to digital uses.

It would also undermine the underlying purpose of the exception to support innovation and development of machine learning in Norway. For instance, TDM may occur in the course of machine learning or developing AI systems. The governance and ethical use of these powerful and multi-purpose technologies require care and effort. Bias in datasets can lead to bias in the resulting machine learning models, and be challenging to detect and address. Allowing TDM for only digital objects would create an additional and arbitrary bias in data sets used for machine learning - only digital content can be used without a licence - which is likely to lead to unpredictable biases in the models trained on those datasets.

5. *How can a common standard for text and data mining be established?*

No answer

**Collective licensing with an extended effect (Article 12)**

Article 12 is a general provision setting out requirements for national collective licensing mechanisms with an extended effect. Collective licensing means that if an agreement is entered into with one representative collective management organisation, the agreement will be extended to also apply to rightholders who are not members of the organisation (collective licensing with an extended effect). In accordance with the provision, collective licensing mechanisms shall only be applied within “well-defined areas of use” where clearance on an individual basis is practically onerous. Furthermore, there is a requirement for equal treatment of rightholders and which organisations can enter into collective licensing agreements. In Article 12 no. 3 letter d, there are requirements for publicity measures to inform rightholders of new collective licensing agreements, among other things to ensure that they will have the opportunity to be able to prohibit the use. Such prohibition right is regulated in Article 12 no. 3 letter c.

**Questions:**

25. *Section 63, third paragraph to the Copyright Act sets out requirements for organisations who can enter into agreements with collective licensing with an extended effect. What changes should be made to this provision as a result of Article 12? What practical consequences is it assumed that the implementation of the obligation in the Directive will entail?*

Article 12 should not have as a consequence that ECL is extended to new areas. The provision was adopted chiefly to overcome doubts as to permissibility of ECL following the decision in C-301/15 *Soulier*. Thus Article 12 makes clear that ECL is only warranted in very narrow and specific circumstances. ECL should not be extended to a new areas in transposition without an ad hoc consultation and impact assessment.

26. *How should the obligation to inform rightholders be implemented? Should a notification scheme be introduced, possibly combined with a standstill period?*

While it is important to ensure that rightholders are informed, the need to ensure users are informed of rightholder opt outs is critical to ECL being workable and is often overlooked. ECL should not be broadened e.g. in digital areas without considering whether and how it is possible to ensure opt outs are workable for users.

### **Protection of press publications (Article 15)**

Articles 15 and 16 apply to rights in publications. Article 15 contains provisions on a new exclusive right for publishers of press publications. Publishers' rights apply to digital use, and the term of protection lasts for two years after the press publication is published. The new exclusive right shall not affect the rights of authors and other rightholders in respect of the works and other subject matter incorporated in the press publication. Pursuant to Article 15 no. 5, authors of works incorporated in a press publication shall receive an appropriate share of the revenues that press publishers receive for the use of their press publications by information society service providers.

#### **Questions:**

32. *What constitutes an "appropriate share" under Article 15 no. 5 and who determines whether the share is appropriate?*

See answer to Q34

33. *How should the author's right to remuneration under Article 15 no. 5 be managed?*

See answer to Q34

34. *What practical significance will the new protection have?*

The new protection should lead to publishers of press publications being in a better position to enforce, licence and control their rights. This is clear from the recitals of the Directive.

In order to both comply with the Directive and give it "effet utile", the following should be considered.

1. Rights in press publications are exclusive rights, waivable and are not remuneration rights: this means, for example, that they can be exercised freely by publishers and cannot be subject



to mandatory collective rights management (as recently recalled by the European Commission, see answer of Commissioner Breton to [Parliamentary Question E-004603/2020](#)). Nor can they be subject to mandatory and binding arbitration, which would go against the nature of an exclusive right. Finally, it means that the right does not entitle publishers to remuneration. The Court of Justice recently recalled that the purpose of IPR is a possibility of obtaining remuneration (C-392/19, 9th March 2021, para 53). Further, the Directive makes clear that rights may be transferred freely without any financial consideration (recital 82).

2. Short extracts: The right in press publications should not prevent the use of headlines and titles, without which it is practically impossible to refer to an article or link to it.

Transposition should make clear that short extracts allow previews of content irrespective of the medium i.e. words, images (thumbnails), videos (short previews) etc.

Further, transposition should provide for a quantitative limit regarding the use of short extracts. Information society services (ISS) are the sole users of the article 15 rights, which do not apply at all for example in relation to the acts of individual users. Thus information society services are the intended beneficiaries of the exemptions (i.e. not limitations to the scope of the rights, rather than exceptions) for hyperlinks and short extracts. The EU legislature clearly intended for information society services - including the “news aggregators” mentioned in recital 61 - to carry out acts of hyperlinking and reproduce and make available short extracts of press publications. In order to do so, and for the exemption to deploy its “effet utile”, ISSs need legal certainty their uses are allowed. Because they usually operate on a large scale, in circumstances where it is impossible to assess each use individually, this requires a quantitative “floor” below which they know their use is not infringing. While this could be expressed as a number of works (an approach previously taken in Germany<sup>1</sup>), a character limit is more neutral and usable. Transposition should thus provide that uses of less than 200 characters are “short extracts” and do not come under the scope of the new right. Longer uses may of course be permissible. Such a limit is not only necessary to give effet utile to the exemption to publisher rights but is also permissible as it is only a “floor” and takes into account national linguistic specificities.

Ownership of Content: Publishers should own their own content, but they should not own everyone else’s. Preexisting material that is repackaged into new publications -- such as photographs of breaking news events posted to social media, quotes from a public speech or report -- should not be covered by ancillary rights, and press publishers should not be able to block other legitimate uses of content that the original copyright holder authorizes.

Application in time: practically, it is important to ensure that the rights are not applied retroactively. First, transposition cannot create any liability for acts carried out before entry into

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<sup>1</sup> In relation to the first German law creating publisher rights (the so-called “LSR”, which was eventually declared unenforceable by the EUCJ), the arbitration board of the German Patent Office had recommended that 7 words be permissible.



force nor indeed undermine any acquired rights. There should also be a sufficient delay for operators to adjust to the new rights. Second, publications published prior to entry into force should not be protected. The Directive prevents protecting any publications published prior to June 2019, but it allows Member States to protect only publications published from a latter date, no later than the transposition deadline. This should be the preferred approach. There is no use to creating new rights in content that was published in the past. Third, and finally, in order to account for the short term of protection and overlapping rights, transposition should condition protection on press publications including a publication date, in order to compute the term of protection.

### **Use of protected content by online content-sharing service providers (Article 17)**

Article 17 imposes online content-sharing service providers, i.e. platforms that stores and provides access to large amounts of copyright-protected works or other protected subject matter uploaded by its users, in a larger degree than today, liability for the content being trusted. Providers must also in other ways prevent unlawful use.

The provision states that providers perform an act of communication to the public when it gives the public access to user-uploaded content, and that the provider is therefore obliged to obtain permission for this use, e.g. through a licensing agreement. The exemption from liability clauses in Article 14 of the Directive on electronic commerce (2003/31/EC) does not apply to situations covered by the provision. However, Article 17 sets out alternative requirements as to when the provider may be free from liability in cases where no authorisation or license has been obtained. Among other things, the provider is required to have made “best efforts” to obtain an authorisation and acted expeditiously and removed content when the rightholder has pointed out the infringement.

### **Questions:**

36. *The Ministry has registered that several actors on the rightholders side have large expectations that the provision will generate increased revenue. Which analysis is the basis for this assessment?*

Central to the new obligations created by Article 17 are “best efforts” cooperation between rightholders and content sharing services and proportionality. The aim of Article 17 is to facilitate a well-functioning market place and to create strong incentives for online content sharing services to negotiate with rightholders in good faith. Article 17 does not attempt to force either rightholders or services into a particular business model, nor require them to agree to specific commercial terms.

Furthermore, the Directive does not enforce a strict obligation to conclude an agreement, whether for an OCSSP or a rightholder. Any agreements should be “fair and keep a reasonable balance between both parties” and “contractual freedom should not be affected.”<sup>2</sup> It also specifically contemplates that certain OCSSPs and rightholders may not always be able to conclude agreements by suggesting that mediation might be a way to resolve a failure of good faith negotiations to end in an agreement.

Given the aim of Article 17, it is therefore difficult to comment on the basis for the assessment referenced above.

37. *How should Article 17 no. 2 regarding the scope of the licensing agreement be implemented? Options: 1) By legislating that the agreements entered into between the service providers and the rightholder also shall apply to users so that the agreement has an extended effect; 2) introduce an exception that states that users are free to upload works on which the service provider has entered into an agreement; or 3) regulate that agreements entered into between a service provider and a rightholder shall include and regulate issues regarding the users exploitation.*

Article 17(2) states that agreements between Sharing Services and rightholders should at a minimum cover acts of users who generate little revenue or who are not acting on a commercial basis. At the same time, the Directive maintains contractual freedom, allowing rightholders and Sharing Services to agree to cover any use of their protected content on a service -- not just the limited use case referenced in Article 17(2). It would be helpful for transposition to state clearly that Sharing Services and rightholders are permitted to agree to broader licensing terms.

38. *Can and should the obligation to obtain an authorisation under Article 17 no. 4 be specified? For example, if a service contains a large amount of a certain type of work, is it sufficient to enter into agreements with collective management organisations that represent the rightholders of such works and major players, or must agreements also be entered into with smaller players? Can service providers be considered to have “made their best efforts to obtain an authorisation” if they refuse an offer of a licensing agreement, including if the licensor makes unreasonable demands on the license fee?*

The Directive aims to bring about good faith negotiations and cooperation between OCSSPs and rightholders -- not create an unworkable licensing burden -- and seeks to ensure that online content-sharing services that compete with other content distribution services for the same audiences must cooperate with rightholders, deploying their “best

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<sup>2</sup> Recital 61.



efforts” to give rightholders control over unlicensed user uploads and an opportunity to authorise and monetize such uploads. That said, OCSSPs cannot realistically be obligated to identify and contact each and every individual rightholder proactively, whose works could be included in a user upload as there is no possibility for OCSSPs to ascertain ownership of rights unless with the cooperation of the rightholders.

Transposition should make clear that rightholders must cooperate with OCSSPs in the authorisation process; for instance, by proactively coming forward to identify their works and demonstrate that they are the owner of these rights. At the minimum, it should be clear that OCSSPs are not obligated to identify and approach all rightholders proactively.

The Directive also maintains freedom of contract and ensures that there is no obligation for parties to agree to an authorisation. Indeed, the “best efforts” requirement does not create an obligation for an OCSSP or a rightholder to agree to any terms. If an OCSSP approaches a rightholder requesting a licence, the rightholder is not obligated to grant a licence on the terms that are proposed. Conversely, if a rightholder approaches an OCSSP and proposes licensing terms, the OCSSP does not have to accept them. Transposition of Article 17 should therefore state clearly that it does not create an obligation to take or grant a licence. This is supported by Article 17(8), which previews two scenarios: one where no authorisation is granted (thus the cross-reference to paragraph 4), and another where licensing agreements are concluded between OCSSPs and rightholders.

Finally, “best efforts to seek an authorisation” only imposes a **proportionate** obligation on OCSSPs in accordance with Article 17(5). This limits the categories of works, uses, and circumstances under which an OCSSP is required to seek an authorization.

39. Service providers must disable access to subject matter that the rightholder has notified and prevent future uploads, cf. Article 17 no. 4 letter c, at the same time not preventing lawful subject matter from being uploaded by users, cf. Article 17 no. 7. Certain methods to prevent access to unlawful subject matter will in practice also prevent the uploading of lawful subject matter. Therefore, the Directive stipulates that a balance of interest must be carried out when using methods to prevent access to unlawful subject matter (Article 17 no. 4 letter c) against protection of users’ rights (Article 17 no. 7). What are the relevant starting points and factors in such a balance of interest?

In striking the right balances of interests, it is critical to take into account the following:





**“Best efforts” Requires Rightholder Cooperation:** This requirement is explicit in the Directive<sup>3</sup> and reinforced by the multiple references to “cooperation” throughout Article 17. OCSSPs cannot take action without accurate, “digitally tangible,” information about “who owns what” as a prerequisite. Rightholders should provide clear and actionable data, including files in a digitally tangible format to enable the specific identification of such copyright-protected works on the service using available technologies, thereby enabling OCSSPs to be able to take action.

**There is No Liability Without Actionable Data:** The absence of such data means that the OCSSPs should not be liable for works for which no data or incomplete data have been provided. This provision of the Directive is critically important for transposition.

The law should also make clear that OCSSPs are not obliged to agree to requests from rightholders who repeatedly provide incorrect information. The use of incorrect data in content recognition tools has immediate negative consequences for other rightholders (who may own those rights) and for users.

**Choice and Type of Measures:** The Directive does not mandate any specific technological solution.<sup>4</sup> This is sensible. While “filtering” is often used as the only example of measures that can satisfy Article 17, it should remain open to other approaches (e.g. repeat infringer policies). Moreover, the Directive does not oblige OCSSPs to implement technologies that would amount to general monitoring<sup>5</sup> because the prohibition under Article 15 of the E-commerce Directive still applies. This limitation should be carefully maintained in transpositions as it acts as a limitation on the requirements for OCSSPs.

**Notice and Takedown Must Remain Workable:** The tried and tested notice and takedown process remains applicable and may be the only effective and proportionate means to comply with Article 17 in some circumstances.<sup>6</sup> Under this framework, a rightholder notifies an OCSSP of a particular item of content upload in a manner sufficiently precise to allow the OCSSP to

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<sup>3</sup> Recital 66: “Where rightholders do not provide online content-sharing service providers with the relevant and necessary information on their specific works or other subject matter, [...] and, as a result, those service providers cannot make their best efforts to avoid the availability of unauthorised content on their services, in accordance with high industry standards of professional diligence, such service providers should not be liable[...].”

<sup>4</sup> Recital 66, second para: “Different means to avoid the availability of unauthorised copyright-protected content could be appropriate and proportionate.”

<sup>5</sup> *Id.*: “In addition, the obligations established in this Directive should not lead to Member States imposing a general monitoring obligation.”

<sup>6</sup> *Id.*: “[I]t cannot be excluded that in some cases availability of unauthorised content can only be avoided upon notification of rightholders.”



locate the file (e.g. a url) and with sufficient justifications to substantiate their claim;<sup>7</sup> the OCSSP will then disable access to the file.

The Directive could bring legal uncertainty to the notice and takedown process because it refers to “works” instead of “data” or “uploads.” Takedown notices must identify at least a specific upload (i.e. a file, typically with a url) and trigger the removal of that specific file.

40. *To what extent does the Directive allow service providers to use automated solutions, including identity and filtering technology, to prevent access to subject matter that the rightholder has notified, cf. Article 17 no. 4 letter c? Is there a risk that this type of automatic solutions in practice may prevent the uploading of lawful subject matter, cf. article 17 no. 7?*

The question suggests that Article 17 (4) (c) creates a standalone obligation to implement filtering solutions. However, Article 17(4) does not create a standalone “stay down” obligation but merely requires OCSSPs to offer to cooperate in accordance with Article 17(4)(b).

That said, while the Directive prohibits Member States from requiring OCSSPs to take measures which would amount to general monitoring, it does not prevent OCSSPs from using “filtering technology”.

Even the most sophisticated filtering technology cannot ascertain ownership of copyright and chain of title; nor subsistence of copyright (e.g. someone claims to copyright own bird songs); nor originality; nor applicability of exceptions. In other words, such tools can “match” two files as containing content which is similar to human perception, but not make any determination of infringement (in this sense, “copyright enforcement tools” is thus a misnomer). But when misused, because it is automated and operates at scale, content recognition can thus quickly impact a large number of uploads and detrimentally impact users as well as rightholders.

In our view, it is thus important to allow platforms to take reasonable measures against rightholders who misuse or abuse automated content recognition. This might include suspending their use of content recognition. Further, legal sanctions would also help minimise misuse (as planned e.g. in the draft German transposition).

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<sup>7</sup> See, e.g., C-324/09, *L’Oreal v. Ebay*, para 122; European Commission, Commission Recommendation of 1.3.2018 on measures to effectively tackle illegal content online, C(2018) 1177 final, Point 17 (January 3, 2018), available at [http://ec.europa.eu/newsroom/dae/document.cfm?doc\\_id=50095](http://ec.europa.eu/newsroom/dae/document.cfm?doc_id=50095); European Commission, Tackling Illegal Content Online, Towards an enhanced responsibility of online platforms, COM(2017) 555 final, para 3.2.2, available at <https://ec.europa.eu/transparency/regdoc/rep/1/2017/EN/COM-2017-555-F1-EN-MAIN-PART-1.PDF> (specifically calling out the need for a url).

To further mitigate risk, the complaint procedure should put the onus on rightholders to review content manually and demonstrate infringement, once the user has filed their complaint (see below).

41. *The exceptions in intellectual property right for citation, criticism, reviews, as well as use in caricature, parody or pastiche has previously been considered voluntary for Member States to implement. The exceptions are now made mandatory within the framework of the Directive. Do the exceptions in Article 17 no. 7 second paragraph require changes in the Norwegian Copyright Act?*

No answer

42. Since Article 17 is not mentioned in Article 23 which lists mandatory provisions, can service providers fully or partially agree, for example in their terms of use, that other terms apply to the use of their services than what follows from Article 17?

No answer

43. *How should the alternative dispute resolution mechanism in Article 17 no. 9 be implemented? Who should bear the costs associated with the proceeding?*

The Directive requires OCSSPs to put in place a mechanism for dealing with user complaints and providing them redress. Member States must also ensure that users have access to out-of-court redress mechanisms and that users have access to a judicial authority to assert the use of an exception.

#### 1. Complaint and redress mechanism of Article 17(9)

The “complaint and redress mechanism” and the dispute resolution and judicial redress are separate processes. The “complaint and redress mechanism” requires an OCSSP to intermediate between the rightholder claiming that content should be disabled and the user claiming it is legitimate. Consequently, rightholders must justify their requests in response to user complaints. But the Directive does not require OCSSPs to adjudicate the dispute. This is the role of the courts and judicial processes.

The provisions of the “complaint and redress” mechanism are applicable in the country of origin (“CoO”) of the service only. Otherwise services will have to deal with contradictory requirements under national law. This is particularly important as content sharing platforms are often designed for the sharing of users’ own content. Because they own any rights therein, they can and do share content globally and without territorial restrictions. Different complaint mechanisms in



each EU country where an upload is available would be incoherent and create massive red tape.

Denying the application of the CoO would be at odds with EU law, as the European Commission stated in its draft guidelines:

*“When approaching Article 17(9) Member States should bear in mind that the obligation on service providers to put in place a complaint and redress mechanism should be implemented in line with the Union law rules on freedom to provide services, including the ‘country of origin’ principle provided for in Article 3 of Directive 2000/31/EC on e-commerce, when applicable.”*

This is because the procedural requirements laid forth under Article 17(9) fall within the field coordinated by the E-Commerce Directive (hereafter, “ECD”), and thus are subject to the CoO principle of Article 3(1)(2) of that Directive. National obligations to – for example – appoint a national contact person, offer national language support, respond to complaints within a number of days, regularly report on removals, or set up the on-platform dispute resolution process in a particular way, clearly qualify as “requirements concerning the behaviour of a service provider” in the sense of Art. 2(h)(i) ECD.

Such procedural requirements do not fall under the copyright exception to the CoO principle, as set out in Art. 3(3) ECD and the Annex, since they primarily relate to consumer protection and dispute resolution rather than copyright protection. Of course, the material questions of copyright subsistence, infringement, exceptions are not impacted.

There is room for national transpositions to set out further “default rules” that will protect users.

- Rightholders should respond to user complaints forwarded to them under the complaint mechanism, and in so doing should substantiate their claim and have a human review the upload. Thus human review should not be carried out by the content sharing services as the rightholder alone can establish e.g. whether the upload is licensed or whether it is worth their trouble of responding.
- When rightholders do not respond or justify their claim, the upload should be reinstated.
- If a rightholder responds, and the user maintains their complaint, the onus should be on the rightholder to bring proceedings before ADR or a court to enforce their rights. Should they decline to do so, the upload should be reinstated.
- Whether content sharing services reinstate an upload or not, they should not be liable. This is in line with Article 17, as services which comply with Article 17(4) are not liable for copyright infringement in uploads.

Automation will likely result in some errors. YouTube currently has in place a complaint mechanism that ensures that users can object if they believe that their content has been



removed wrongfully due to a copyright complaint. This mechanism has proven to work well in practice. If a video has been removed due to a copyright notice, the uploader may submit a legal request for YouTube to reinstate the video (“Counter Notification”). If the rightholder fails to file a lawsuit within a certain period of time, the video gets reinstated. Content ID likewise offers a dispute proceeding that allows users to contest claims made on their video. Although the amount of complaints contested across both these processes makes up only a very small proportion of the use of the systems, they protect against overreaching or mistaken complaints.

## 2. Alternative dispute resolution under Article 17(9)

In order to be effective, ADR should be quick, accessible and cheap. Given that the disputes in questions are essentially disputes between a rightholder seeking to enforce their copyright on a platform on the one hand, and a user claiming their use is legitimate on the other, it may be possible that either of these parties bear part of the costs. However, this may prove dissuasive for users. If ADR is effectively provided by a state body, funded by the state, and does not require legal representation, there may also be no costs for users.