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Last updated: June 2007

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Just because a work is freely available, does not mean it is in the "public domain." Copyright is for a limited term; it does not last forever. In the copyright context, "public domain" means the copyright term has expired. Once a work is in the public domain, it may be freely used without permission from the copyright owner. Determining the term of copyright can be complex, particularly because copyright laws vary from country to country. Also, even if the copyright on a work has expired, you should be careful about how you use a public domain work. For example, a book may be in the public domain, but it might not be ok to scan the book cover to cover and post it on the internet. This is because the particular version of the book may contain new copyrightable material that is not in the public domain, such as cover art or footnotes.

What about fair use?
In limited situations, you can use copyrighted works without permission from the copyright holder. It can be

difficult to figure out whether use of copyrighted works without permission is legal, though, because the laws in this area are often vague and vary from country to country. The copyright law in the United States has a doctrine called "fair use". Fair use provides a defense to copyright infringement in some circumstances. For example, fair use allows documentary filmmakers to use very short clips of copyrighted movies, music and news footage without permission from the copyright owner. Fair use is a difficult concept because determining whether something is a fair use involves weighing four factors. Unfortunately, weighing the fair use factors rarely results in a clear-cut answer. Rather than applying a fair use test, many other countries have specific exceptions to copyright infringement. The number and type of exceptions vary by country, but they frequently allow copyrighted materials to be used without permission from the copyright holder for activities such as nonprofit research, teaching, news reporting, or private study. If you incorrectly decide that something is a fair use or falls into an exception to copyright infringement, you could be held criminally and civilly liable and have to pay damages. We suggest you talk to a lawyer if you have questions regarding fair uses of copyrighted works.

What happens if you upload copyrighted materials to one of our websites without permission?
By law, we are required to take down videos, music, photographs or other content you upload onto a website hosted by Microsoft if we learn that it infringes someone else's copyright. If you believe that we have mistakenly taken down content you uploaded that you own or have permission to upload, you can also let us know that. Finally, if you upload infringing content repeatedly, we will terminate your account and you could face criminal and civil penalties. So please, respect other people's copyrights.
What if my stuff is on a Microsoft website without my permission?
If you believe that anything on a website hosted by Microsoft infringes your copyright, let us know. Just provide us with the information requested here and we will see that your copyrighted works are taken down.
What if I don't want my website crawled?
Microsoft search services (MSN Search and Windows Live Search) follow the Robots Exclusion Standards. This means that you can control which pages Microsoft search engines index and how often Microsoft bots access your website. To learn how to do so, or for more information regarding Microsoft's webcrawling and site indexing practices, please visit http://search.msn.com/docs/siteowner.aspx.

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