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MAIN ISSUES OF INTERNET SERVICE PROVIDER'S LIABILITY FOR COPYRIGHT INFRINGEMENT

A. Tunyan

Russian-Armenian (Slavonic) University

anntunyan@gmail.com

ORCID: 0009-0000-2934-9650

ABSTRACT

The article highlights the challenges of copyright protection in the context of the Internet. As the Internet's primary function is to facilitate information transfer, the issue of copyright infringement has become increasingly relevant, allowing users to access vast amounts of information without restrictions. The article explores the division of liability for copyright infringement between Internet Service Providers and infringing users. While some argue that Internet Service Providers should be held accountable for copyright violations, others contend that responsibility lies with the users. Additionally, the article discusses international approaches to regulating Internet Service Providers liability for copyright infringement, highlighting the importance of coordinated efforts across jurisdictions. The article concludes that although Internet Service Providers are not the initiators of copyright infringement, they play a critical role in suppressing illegal activities on the network.

Keywords: Internet Service Provider, copyright, infringement, copyright holder, information, liability.

The rapid expansion of digital technologies and the widespread adoption of the Internet have transformed the manner in which information is accessed, disseminated, and shared on a global scale. While the Internet has created unprecedented opportunities for communication, collaboration, and innovation, it has also introduced significant challenges for the protection of intellectual property rights, particularly in the realm of copyright. Internet Service Providers (hereinafter – ISPs), as key facilitators of online communication and information exchange, play a central role in the digital ecosystem. Consequently, the issue of ISP liability for copyright infringement has emerged as a complex and contentious matter, prompting inquiries into the allocation of responsibility in the digital era. Before engaging with

these inquiries, it is crucial to establish a clear understanding of the definition of an Internet Service Provider.

The term “Internet Service Provider” is “originally referred to a vendor who provided access for customers to the Internet and the World Wide Web, as well as e-mail services and other services [1]”.

Over the course of its development, the term has undergone substantial expansion, now encompassing a broad and diverse spectrum of service providers that have emerged and adapted in response to evolving societal demands and technological advancements. An ISP may provide Internet access services on a retail basis to residential and/or business customers [2]. An ISP might additionally offer solely a search engine or another e-commerce tool.

ISPs are integral to the functioning of numerous key sectors, including media streaming services, financial technology (FinTech), educational platforms, and e-commerce. These services rely on the infrastructure and stability provided by ISPs to deliver uninterrupted, high-quality digital experiences. Given the central role of ISPs in facilitating access to a vast array of digital content, they also find themselves at the intersection of copyright protection and enforcement. ISPs provide access to digital platforms where copyrighted material, such as music, films, and educational content, is frequently shared and consumed. Consequently, ISPs find themselves at the center of the legal and technical mechanisms designed to combat copyright infringement.

Under the Digital Millennium Copyright Act of the United States (hereinafter – DMCA), a service provider is defined in two different ways. The narrow definition is that an ISP is “an entity offering the transmission, routing, or providing connections for digital online communications, between or among points specified by a user, of material of the user’s choosing, without modification to the content of the material as sent or received” [3]. The broad definition refers to a provider of online services or network access or the operator of facilities thereof [4].

The Electronic Commerce Regulations 2002 in the UK, which gave effect to the European Electronic Commerce Directive, defines the “Service Provider” as “any person providing an information society service” [5].

The principal actors who are involved in the transmitting of information from one place to another are the senders and the recipients of that information [6]. Yet, within the digital realm, Internet technology renders it unfeasible for users to access and replicate protected works devoid of Internet-based intermediaries.

Large-scale copyright infringement on the Internet have been constant for a number of years, whether by means of file sharing through peer-to-peer (P2P) sites or, more recently, by other means such as unauthorized streaming [7]. Obviously, the phenomenon is not new: copyright has always been challenged by the various technical advances such as the arrival of the phonogram, the radio, television, de-

vices for recording works (such as tape-recorders or video-recorders) or reprographic technology enabling the mass photocopying of protected works [8]. What's distinct in the present landscape is the notable increase in this phenomenon, primarily attributable to the facile reproduction of copyrighted content in the digital domain. This replication achieves a quality commensurate with the original, and concurrently enables the widespread dissemination of these works at no cost via online platforms.

Activities such as the reproduction, distribution, and dissemination of services provided by ISPs by third parties are liable to infringe upon the copyrights held by the owners. The transmission of a work over the Internet will normally result in several acts of reproduction. First, the work is copied onto the server of the hosting service provider. Then, it will be temporarily reproduced, in whole or in part and during transmission, digitised packets are repeatedly “stored” and forwarded.

The battle for copyright protection on the Internet sometimes seems lost, because the virtual space allows users/subscribers of the network resource to access a huge amount of information anytime, anywhere without any restrictions. In this regard, the problem of liability seems unsolvable, who should be held liable for copyright infringement – the ISP or the user committing the violation?

Scientific publications often emphasize the indisputability of the fact that ISPs are responsible for copyright infringement on the Internet [9]. However, it should be noted that often the actual violator is not the ISP, but the user of the network resource.

Some argue that turning to ISPs is an economic as well as a productive way to deal with copyright infringers or even other e-infringers in general, especially in locating the culprits [10]. The Internet allows users to remain anonymous, making it impossible to find the culprit, which is why many are in favor of holding ISPs liable for copyright infringement, even if the infringement was committed by the ISP's subscribers. In addition, the cost of litigation far exceeds the amount eventually recovered, and, in contrast to the prosecution of the user, which is an individual, it is easier and more cost-effective to sue the ISP. However, from a legal standpoint, attributing liability to ISPs solely because they possess greater financial resources to cover potential penalties, as opposed to the individual subscribers responsible for the violations, raises concerns about fairness and legal reasoning.

Thus, assigning responsibility for copyright infringement on the Internet to the ISP in full seems impractical due to the fact that ISP often has only an indirect relationship to the violation. Therefore, it is more expedient to consider the role of the ISP in the mechanism of copyright protection **not only through the prism of the possibility of bringing it to liability, but also the possibility of suppressing illegal activities on the network by denying access to infringing users** [11].

The issue of responsibility on the Internet has an important international subtext. Since the Internet has no borders, it is important that similar approaches to

regulating this issue be adopted worldwide. It is not necessary that these approaches are identical, they may differ depending on the specific circumstances and legal traditions of any particular country. But for the sustainable development of global networks and e-commerce, they must be mutually workable.

However, it is noteworthy that the Berne Protocol, to protect copyright holders in the digital context, being developed by the World Intellectual Property Organization (hereinafter – WIPO) and the signatories [12] of the Berne Convention for the Protection of Literary and Artistic Works, does not deal with ISP liability in detail but has left it to the national legislatures [13].

As for the legal regulations of the European Union, it should be noted that European law is quite liberal towards ISP. The issue of ISP liability under European law is governed by Directive 2000/31/EC of 8 June 2000 [14] (hereinafter – Directive).

The Directive outlines three categories of actions by ISPs, the fulfillment of which serves as the basis for limiting their liability:

1. Simple Transmission of Information
2. Caching
3. Hosting

Simple Transmission of Information

Regarding the simple transmission of information, the Directive specifies that if a service involves transmitting information to a user over a communications network or providing access to such a network, the provider is not liable for the transmitted information. However, the provider must not initiate the transmission, select the recipient of the information, or modify the information being transmitted.

Caching

The Directive exempts providers from liability for the automatic, intermediate, and temporary storage of information, provided this is done solely to facilitate the more efficient transmission of the information to users. For this exemption to apply, the ISP must meet the following five conditions:

- The ISP must not alter the stored information.
- The ISP must adhere to any conditions governing access to the information.
- The ISP must comply with requirements for updating the information.
- The ISP must not interfere with lawful measures used to protect the information.
- The ISP must promptly delete or block access to stored (cached) information upon becoming aware that the information has been removed from the network, access to the information has been terminated, or a court or administrative order has mandated its deletion or restriction. Essentially, the

provider must take action to delete or block access to automatically created copies of such information.

Hosting

ISPs are also exempt from liability, including liability for damages, when storing user-generated content at the request of users, provided the following conditions are met:

- The ISP must not be aware of any illegal activity or the unlawful nature of the stored content, nor of facts or circumstances that would clearly indicate such illegality.
- If the ISP becomes aware of illegal activity or information, they must promptly delete or block access to the content.

These provisions establish a framework for limiting liability while ensuring that ISPs take appropriate measures to address unlawful activities when identified.

In the landmark case **L’Oreal SA v. eBay International AG** (2011) [15], the Court of Justice of the European Union (CJEU) held that eBay, as an ISP, was not liable for the sale of counterfeit goods on its platform, as it **did not have knowledge of the infringing activities**. This case illustrates the application of the Directive in protecting platforms that host user-generated content.

Overall, the Directive provides a comprehensive legal framework that shields ISPs from liability in cases of copyright infringement under specific conditions.

The United States has established one of the most comprehensive legal frameworks and enforcement practices in addressing copyright infringement on the Internet. The legislator provided for the possibility of exemption from liability subject to voluntary cooperation between the ISP and the copyright holder through the implementation of a mechanism for removing illegal content. This mechanism is regulated by the DMCA [16]. By implementing this mechanism, the copyright holder, in cooperation with the ISP, suppresses copyright infringement.

The essence of this mechanism is that the ISP must immediately remove the disputed content from its Internet resource after receiving a notice of elimination sent in accordance with the requirements of section 512 (c) (3) of the DMCA. Overall, the DMCA represents a landmark piece of legislation aimed at addressing the challenges of copyright enforcement in the digital age. While it provides a framework for cooperation between ISPs and copyright holders to combat infringement, it also seeks to safeguard the rights of Internet users and promote the free exchange of information online.

However, along with the above, US courts often hold the ISP liable for indirect copyright infringement. A famous case is **Metro-Goldwyn-Mayer Studios v. Grokster** [17]. Despite the norms of the current legislation, the court laid responsibility for indirect copyright infringement on the Grokster service, which provided the ability to exchange files, including those that violate copyright. A feature of the

Grokster service was that it provided the ability to exchange files directly between users. However, the court held that a person who provides his equipment to facilitate copyright infringement and if it is clearly expressed, is liable for direct infringements committed by users.

An analysis of the provisions within US and EU legislation reveals that, despite the established limitations on liability, an ISP may still be held accountable if its actions fail to adhere to the conditions outlined for liability exemptions. This includes instances where an ISP refuses to remove or block access to unlawful materials as required under the applicable legal framework.

Regarding Canadian legislation, it is noteworthy that there are no specific statutes governing the liability of ISPs. The Copyright Act in Canada delineates two categories of infringement: direct infringement and indirect infringement [18].

Direct infringement occurs when any person carries out any act that falls within the exclusive purview of the copyright owner. These exclusive acts include reproduction of a work or any substantial part of the work in any material form, performance of the work in public, communication of the work to the public by telecommunication, or by "authorization" to another person to carry out one of these excluded acts [19].

In contrast, indirect infringement occurs where a person knows that the work infringes copyright, or would infringe copyright if it had been made in Canada, and

- sells or lets for hire, or by way of trade exposes or offers for sale or hire,
- distributes, either for the purposes of trade or to an extent that it prejudicially affects the copyright owner,
- exhibits the work in public for purposes of trade, or
- imports the work for sale or for hire into Canada [20].

Hence, in cases of indirect infringement, the infringing party must possess awareness of the copyright's existence, whereas such awareness is inconsequential in instances of direct infringement. Presently, there exists no legal precedent addressing the liability of ISPs in matters of copyright infringement. Nonetheless, should the existing provisions of the Copyright Act be invoked, the outcomes may yield intriguing implications.

Whenever infringing material is uploaded to the Internet, it has the potential to infringe upon any or all of the exclusive rights held by the copyright holder. Consequently, this situation could lead to legal action against the ISP since the ISP supplied the equipment or facilities to a third party, which were subsequently utilized to infringe upon the copyright. Thus, the ISP indirectly sanctioned the infringement of the exclusive rights. However, in the past, the Canadian courts have determined that merely supplying equipment does not constitute authorization, if the supplier did not retain control over the use of the equipment. Moreover, in the case *Tervagne v. Beloeil (Town)*, the court clarified that it will not infer any authorization of an illegal act unless the supplier of the equipment has formed a common

purpose with the infringer so as to “sanction, approve, and countenance” the infringement in some way. Applying this principle, most of the infringement that occurs on the Internet arises from users giving commands that result in reproductions or communications of copyright works. These instructions are transmitted via the equipment furnished by ISPs and other intermediaries. ISPs, however, do not share any mutual intent with the infringer. Thus, it can be inferred that if a defendant took proactive measures to prevent the infringement, or if the defendant was unaware of the potential for infringement, then the defendant cannot be deemed to have authorized the infringement. Further, the case law appears to indicate that “authorization” is narrowly construed in Canadian law. It should be noted that the above decision do not specifically deal with ISPs, rather it provide the courts with guidelines to determine whether an ISP authorized the infringement. This raises the question of whether an ISP would be liable under indirect infringement. For indirect infringement, an alleged infringer must know that the work at issue infringes a copyright. The plaintiff bears the burden of proving that the defendant had this knowledge. This burden of proof is difficult to carry, because when knowledge is an essential element of an infringement, ignorance can be pleaded as a defense [21].

Canadian courts have addressed the term “knowledge” in Section 27(4) of the Copyright Act [22]. The courts construed “knowledge” as a suggestion to a reasonable man that a copyright violation had occurred [23]. Upon acquiring either explicit or implied awareness that the work might infringe upon a copyright, the individual bears the obligation to ascertain whether the work indeed constitutes infringement. Nevertheless, mere knowledge in itself does not suffice to establish liability for a copyright violation. The defendant must also have completed one or more of the actions under Section 27(4) of the Copyright Act. This rule has been substantiated in *Apple Computer, Inc. v. Mackintosh Computers Ltd.*, where an individual knowingly financed an operation that infringed copyrights but had not committed any of the actions listed under Section 27(4) of the Copyright Act, and so escaped liability [24]. As for ISPs with knowledge about the infringing activity, they are not at risk for indirect infringement so long as they take steps to prevent the continuation of the infringing activity. Hence, within the Canadian legal framework, while there is presently no dedicated legislation addressing this issue, the existing Copyright Act seems to possess sufficient adaptability to effectively address the complexities presented by the online environment.

In the context of special measures aimed at combating violations of intellectual property rights on the Internet within the EAEU member states, it is important to note that unified and coordinated approaches to their development and implementation have not yet been established.

The legislation of the Russian Federation (hereinafter – the RF) defined the responsibility of ISP for violation of intellectual property rights on the Internet.

Within the framework of article 1253.1 of the Civil Code of the RF [25] the legislator indicated that the responsibility of Internet provider arises only depending on his fault in posting information that violates the rights of third parties. The Internet provider must send a specific request to the identified user to provide clarifications and documents confirming the existence of rights to the object placed by him. Subsequently, using the available information, the Internet provider will resolve the conflict situation in court [26].

In its turn, A. Chernyshova, proposes to provide in accordance with article 1080 of the Civil Code of the RF joint and several liability of the ISP and the user, thus both persons will be liable for their illegal actions, if any. The author believes that such liability is possible in case of established fault of both the user and ISP [27].

A unified approach to this issue has not yet been established in judicial practice. Various court rulings and decisions underscore the absence of a consistent position regarding the circumstances and conditions under which ISPs may be held liable for infringing exclusive rights on the Internet. For instance, the Ninth Arbitration Court of Appeal in Moscow ruled that Rambler Internet Holding LLC must pay the plaintiff, First Musical Publishing LLC, 50,000 rubles as compensation for the infringement of exclusive rights to an audiovisual work [28].

Conversely, the Arbitration Court of the Republic of Tatarstan rejected the claims of the plaintiff, Sintez Records LLC, against the defendant, TVT TV and Radio Company OJSC. The case involved the posting of 243 songs by the band “Mashina Vremeni” on the Internet [29].

The legislation of the Republic of Armenia currently lacks specialized measures to combat copyright infringement on the Internet. However, a draft law “On Copyright and Related Rights” is under development, which includes provisions establishing the liability of individuals or legal entities for copyright and related rights infringements in the context of hosting services and data transmission on the Internet (hereinafter – Draft Law) [30].

The Draft Law stipulates that individuals or legal entities providing hosting or data transmission services (on the Internet or intranet), including Internet providers, are considered accomplices if they directly contribute to copyright or related rights violations.

The Draft Law notably establishes cases in which service providers are exempt from liability. For instance, Internet providers are not held accountable for the unlawful actions of individuals who use their services to violate copyright or related rights, provided the providers are unaware of these actions or lack the ability to restrict access to or remove content published or used in violation of such rights. This approach aligns with international practices, though further refinements to the Draft Law are necessary. As previously mentioned, the United States has developed

extensive law enforcement practices in this area. Under the DMCA, service providers can be exempt from liability if they voluntarily cooperate with copyright holders by implementing mechanisms to remove infringing content. Through this collaboration, copyright holders and Internet providers work together to prevent copyright violations.

ISPs, in general, are not the initiators of copyright infringement. However, releasing them from the obligation to stop copyright infringement would mean in many cases the impossibility of copyright protection, since it would leave the copyright holder face to face with the user, sometimes completely unknown and hiding under an assumed name. That is why the world legal practice is in constant search for a fair balance of interests, which is to involve ISP in copyright protection but at the same time not to make them responsible for the actions of others that are beyond their control.

Thus, it can be concluded that the liability of ISP arises only depending on his fault, but in order to most effectively protect rights of copyright holders, the ISP, as a network communication operator, should be assigned the obligation to assist the copyright holder in identifying a specific user, as well as respond in a timely manner to signals from copyright holders about the violation of their copyrights, taking the necessary measures to suppress illegal actions (for example, block access to the Internet for a user of a network resource if there has been multiple copyright infringement on his part). Failure to comply with this obligation may, in turn, lead to the liability of the ISP.

It should also be noted that the tightening of legislation in relation to ISPs can lead to a massive outflow of ISPs to countries with more loyal legislation to them. Based on this and considering the above-mentioned international subtext of the issue of liability on the Internet, it can be concluded that it is possible to solve the problem of copyright infringement on the Internet only in the course of coordinated work not only at the level of national legislation, but also through the conclusion of agreements at the international level, which will contribute to the sustainable development of copyright protection on the Internet.

Placing full responsibility for copyright infringement on the Internet solely on Internet providers appears inappropriate, as they are often only indirectly involved in such violations. Instead, it is more reasonable to consider the role of Internet providers in the copyright protection framework not just from the perspective of liability, but also in terms of their potential to prevent illegal activities on the network by restricting access to infringing users (subscribers).

The most critical aspect in this area is fostering international cooperation among states, including through agreements between EAEU countries to implement liability measures on the Internet. Such agreements should address the development of unified terminology to facilitate coordinated approaches to combating

copyright violations online. They should also establish uniform provisions regarding the liability and exemption from liability of ISPs across all EAEU members and enable the blocking of copyright-infringing resources by authorized bodies of EAEU member states, regardless of the domain name's country of origin. Additionally, consideration should be given to implementing a pre-trial mechanism for service providers to block websites and content.

In conclusion, the issue of ISP liability for copyright infringement is complex and multifaceted, with implications spanning legal, economic, and technological domains. Across various jurisdictions, legal frameworks vary in their treatment of ISP liability, reflecting divergent approaches to balancing the interests of copyright holders, ISPs, and users. International efforts to harmonize these legal regimes face challenges stemming from differences in legal traditions, cultural norms, and economic considerations. Nevertheless, there is a growing recognition of the importance of coordinated action at the global level to address the transnational nature of online copyright infringement effectively. However, striking a balance between protecting copyright holders' rights and avoiding undue burdens on ISPs remains a formidable task. Moving forward, it is essential to foster dialogue and collaboration among stakeholders to develop sustainable solutions that promote innovation, safeguard intellectual property rights, and ensure the continued growth of the digital economy.

REFERENCES

1. *Chaubey R.K.* An Introduction to Cyber Crime and Cyber Law. 2nd ed. Kolkata, Kamal Law House, 2012. P. 965.
2. *Timothy D.C.* ISP Liability Survival Guide. Wiley Publications. 2000. P. 244.
3. Digital Millennium Copyright Act, December 1998. Sections 512 (a) (1).
4. Digital Millennium Copyright Act, December 1998. Sections 512 (k) (1) (A-B).
5. The Electronic Commerce (EC Directive) Regulations 2002. Reg. 2 (1).
6. *Reed C.R.* Internet Law: Text and Materials (2nd ed.). Cambridge. Cambridge University Press Academic, 2004. P. 22.
7. *Strowel A.* Peer-to-Peer File Sharing and Secondary Liability in Copyright Law. Cheltenham. UK Northampton. MA, 2009.
8. *Sherman B.* and *Wiseman L.* Copyright and the Challenge of the New, Alphen den Rijn, Kluwer Law International, 2012.
9. *Sytenko G. I.* Topical issues of regulating relations for the protection of copyright and related rights on the Internet. P. 15.
10. *Osborne D.* Copyright and trademark infringement on the net – Looking to the Internet Service Provider *first*.
11. *Fedoskina N.I.* Terms of civil liability of Internet providers for violation of copyright and related rights // Law and Economics, № 9, 2007. P. 39.
12. Signatories of the Berne Convention, <https://copyright.house.org/countries-berne-convention/>
13. *Foster W.* Copyright: Internet Service Providers rights and responsibilities. URL: http://www.isoc.org/inet97/proceedings/B1/%20B1_2.HTM

14. Directive 2000/31/EC of the European parliament and of the council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce). URL: <http://eurlex.europa.eu/%20LexUriServ/LexUriServ.%20do?uri%20=OJ:L:2000:1%2078:0001:0016:EN:PDF>
15. L'Oreal SA v. eBay International AG (2011). URL: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A62009CJ0324>
16. Digital Millennium Copyright Act, December 1998. URL: <https://www.copyright.gov/legislation/dmca.pdf>
17. Metro-Goldwyn-Mayer Studios v. Groksterl. URL: <https://www.copyright.gov/docs/mgm/>
18. Copyright Act, R.S.C. ch. C-42 Canada. 1985. URL: <https://laws-lois.justice.gc.ca/eng/acts/C-42/Index.html>
19. Ibid § 3(1).
20. Ibid § 27(2).
21. *Copinger S.J. James S.K.* Copyright, 240-42. Sweet & Maxwell 13th ed. 1991.
22. Copyright Act, R.S.C. ch. C-42 27(4) Canada. 1985. URL: <https://laws-lois.justice.gc.ca/eng/acts/C-42/Index.html>
23. *Advocate V.K.* Internet Service Provider's Liability for Copyright Infringement- How to Clear the Misty Indian Perspective. The Richmond Journal of Law and Technology. 2001. P. 9.
24. Apple Computer, Inc. v. Mackintosh Computers Ltd. 1986. 28 D.L.R., 226-27 (F.C.T.D.).
25. "Civil Code of the Russian Federation (Part Four)" dated December 18, 2006, N 230-FZ (as amended on 5 December 2022).
26. *Pazova F. M.* Features of legal protection and responsibility of Internet providers for violation of copyright and related rights through the Internet // Young scientist. 2019. No. 19 (257). PP. 241-242.
27. *Chernyshova A.A.* Responsibility of a provider for copyright infringement on the Internet // Legal issues of communication, № 1, 2011. P. 36.
28. Decision of the Ninth Arbitration Court of Appeal in case No. A40-89751/09-51-773, dated February 1, 2010.
29. Decision of the Arbitration Court of the Republic of Tatarstan in case No. A65-14284/2010-CF3-14, dated October 13, 2010.
30. Draft Law On Amendments to the Law of the Republic of Armenia "On Copyright and Related Rights".

ОСНОВНЫЕ ВОПРОСЫ ОТВЕТСТВЕННОСТИ ИНТЕРНЕТ- ПРОВАЙДЕРА ЗА НАРУШЕНИЕ АВТОРСКИХ ПРАВ

А.А. Тунян

Российско-Армянский (Славянский) университет

anntunyan@gmail.com

ORCID: 0009-0000-2934-9650

АННОТАЦИЯ

В статье освещаются проблемы, связанные с защитой авторских прав в контексте Интернета. Основной функцией Интернета явля-

ется передача информации, что делает проблему нарушения авторских прав все более актуальной, поскольку он позволяет пользователям получать доступ к огромным объемам информации без ограничений. В статье рассматривается вопрос ответственности за нарушение авторских прав интернет-провайдерами пользователями-нарушителями. В то время как некоторые утверждают, что интернет-провайдеры несут ответственность за нарушение авторских прав, другие утверждают, что ответственность несут не интернет-провайдеры, а пользователи. Возлагать полную ответственность на интернет-провайдеров нецелесообразно, поскольку фактическим нарушителем часто является пользователь. В статье также рассматриваются международные подходы к регулированию ответственности интернет-провайдеров за нарушение авторских прав. В статье делается вывод о том, что, хотя интернет-провайдеры не являются инициаторами нарушения авторских прав, они играют решающую роль в пресечении незаконной деятельности в сети Интернет.

Ключевые слова: интернет-провайдер, авторское право, нарушение, правообладатель, информация, ответственность.