

1. As described above, generative AI systems have the ability to produce material that would be copyrightable if it were created by a human author. What are your views on the potential benefits and risks of this technology? How is the use of this technology currently affecting or likely to affect creators, copyright owners, technology developers, researchers, and the public?

1A.) Unfortunately, we are already seeing how this technology is going to be used. Artistic works are being stolen and used to train these models without the consent or compensation of the original creators. In turn these models are then being used to replace creators. This is not anecdotal. Artists, Writers, Voice Actors, and Actors are seeing the effects of this.

2. Does the increasing use or distribution of AI-generated material raise any unique issues for your sector or industry as compared to other copyright stakeholders?

2A) Right now it's being used primarily in the arts. That is my sector. But this will spread to ever sector where some stockholder or CEO thinks they can raise their profits by getting rid of people. This wouldn't be so nefarious if our country was willing to provide UBI or any kind of basic human care. It is not alarmist to say we are rapidly heading towards a dystopian society.

5. Is new legislation warranted to address copyright or related issues with generative AI? If so, what should it entail? Specific proposals and legislative text are not necessary, but the Office welcomes any proposals or text for review.

5A) New legislation is absolutely warranted for protection. If it falls under my Intellectual Property, if it can be copyrighted by me, that should be the strongest protection and it should not be used to train AI without my consent AND compensation. Additionally I should know in what manner my content is being used to train and how it will be used in the future. Companies are currently taking advantage of the fact that there are no laws to protect us, and make broad sweeping statements to train their models.

6. What kinds of copyright-protected training materials are used to train AI models, and how are those materials collected and curated?

6A) Artists works of art. Voice Actors, Voices. Actors faces. Writers' books. Materials are collected simply by sharing those materials online, and being able to

share those works online is called Marketing, which is now being used against creators to train AI. AI training models have even crawled websites. There are now lines of code you can insert into your robots.txt to prevent this, but who knows how many sites have already been crawled.

6.3. To what extent is non-copyrighted material (such as public domain works) used for AI training? Alternatively, to what extent is training material created or commissioned by developers of AI models?

6.3A) See the privacy policies of major social networks such as Meta and now Twitter. Without our consent, simply by use of their platforms they believe they can take content we type or share and use it to train their AI models.

7.1. How are training materials used and/or reproduced when training an AI model? Please include your understanding of the nature and duration of any reproduction of works that occur during the training process, as well as your views on the extent to which these activities implicate the exclusive rights of copyright owners.

7.1A) We know artists works of art are being used to train AI software which then reuses that artwork in their own programs, which then they sell to people. That is theft. AI voice models are stealing voice actors voices and then using them w/o actors consent in the same manner and programs. <https://futurism.com/voice-actors-companies-stealing-voices-with-ai>

8. Under what circumstances would the unauthorized use of copyrighted works to train AI models constitute fair use? Please discuss any case law you believe relevant to this question.

8A) None. Here's why. Fan fiction is for entertainment purposes, creators can't monetize. Videos or articles about copyrighted works also have their limits. AI models take copyrighted works, train software with that specific work, and then reuse it. This isn't the same as someone who studies how Monet painted and then tries to emulate his style. AI models can't create anything new, they literally take existing things, learn from those things, then spit out those very same things. For Voice Acting they are literally taking someone's voice and reusing it without their permission. With Acting it's your face.

8.3. The use of copyrighted materials in a training dataset or to train generative AI models may be done for noncommercial or research purposes.^[44] How should the fair use analysis apply if AI models or datasets are later adapted for use of a commercial nature? ^[45] Does it make a difference if funding for these noncommercial or research uses is provided by for-profit developers of AI systems?

8.3a) If datasets are later adapted for use of a commercial nature, it's no longer fair use. In the same way we have to buy different licensing for certain works when we use those works for a commercial nature, the same should apply here.

9. Should copyright owners have to affirmatively consent (opt in) to the use of their works for training materials, or should they be provided with the means to object (opt out)?

9.A) They should have to consent to opt in. Additionally, it shouldn't be a consequence of using a social media platform. That's entirely too broad. My use of a social media platform should not infringe upon my copyright or intellectual property. Basically, a copyright owner shouldn't be punished for not consenting.

9.1. Should consent of the copyright owner be required for all uses of copyrighted works to train AI models or only commercial uses? ^[47]

9.1A) Aboustley.

9.2. If an "opt out" approach were adopted, how would that process work for a copyright owner who objected to the use of their works for training? Are there technical tools that might facilitate this process, such as a technical flag or metadata indicating that an automated service should not collect and store a work for AI training uses? ^[48]

9.2A) This is the issue with opting out. If the data has already been used and then I opt-out can you unteach the AI model? I don't think so. This is a damage has already been done situation.

9.3. What legal, technical, or practical obstacles are there to establishing or using such a process? Given the volume of works used in training, is it feasible to get consent in advance from copyright owners?

9.3A) It should be feasible and that responsibility should be on those using AI to train. If you don't have consent you can't use it, should be a simple process. If that means AI training models have to move to a more controlled process for example a site specifically where you offer XYZ copyrighted work to train AI models and are compensated in return, is a lot better than the free for all AI modes are being used for now.

9.4. If an objection is not honored, what remedies should be available? Are existing remedies for infringement appropriate or should there be a separate cause of action?

9.4A) The ability to sue and if the case is won the model should be shut down, in the event the AI model cannot be taught to "unlearn" something it's been trained on.

10. If copyright owners' consent is required to train generative AI models, how can or should licenses be obtained?

10A) Directly from the copyright owner. A simple legal document outline terms of use and compensation should suffice. Many existing contract models for licensing of works could be adapting for AI use.

10.2. Is a voluntary collective licensing scheme a feasible or desirable approach? ^[49] Are there existing collective management organizations that are well-suited to provide those licenses, and are there legal or other impediments that would prevent those organizations from performing this role? Should Congress consider statutory or other changes, such as an antitrust exception, to facilitate negotiation of collective licenses?

10.2A) Yes, but having a lawyer review a contract is ALWAYS a good idea, and that should fall on the copyright owner. Existing contract laws could be applied. It's no different than an author understanding what rights they are giving away via a Publishing Contract. Copyright owners should have a clear understanding of the contracts they are signing in regards to training AI. How it's being used, how much can be used, to what extent it can be used, and how much a copyright owner is compensated for those specific examples of use.

10.3. Should Congress consider establishing a compulsory licensing regime? ^[50] If so, what should such a regime look like? What activities should the license cover,

what works would be subject to the license, and would copyright owners have the ability to opt out? How should royalty rates and terms be set, allocated, reported and distributed?

10.3A) This might work for some creative works but not others. Should be considered on a case by case basis. Though if a standard was set, that wouldn't be a bad thing, if the stand was fair to all parties involved.

10.4. Is an extended collective licensing scheme ^[51] a feasible or desirable approach?

10.4) No. Not for AI training of creative works. Every copyright holder should be able to decide on their own if they want something they've created used to train AI.

10.5. Should licensing regimes vary based on the type of work at issue?

10.5A) Yes.

11. What legal, technical or practical issues might there be with respect to obtaining appropriate licenses for training? Who, if anyone, should be responsible for securing them (for example when the curator of a training dataset, the developer who trains an AI model, and the company employing that model in an AI system are different entities and may have different commercial or noncommercial roles)?

11A) For example if I agree for my copyright worked to be used to train AI for only research and that company wants to take that data and make it commercial, it should be a requirement that the commercial model to come to the copyright holder and secure a commercial license, as it was copyright worked that was used.

Practical example: If I license music for a non-commercial project, that is a separate license. If I want to use that music for a commercial project it's my responsibility to go back to the owner of the music and get a commercial license. The same should apply here.

Use of copyright worked should be stated plainly. If that use needs to included multiple uses all those uses should be made clear, and then compensation can vary accordingly.

12. Is it possible or feasible to identify the degree to which a particular work contributes to a particular output from a generative AI system? Please explain.

12A) It should be. If a generative AI system cannot account for those measurements, then perhaps, they shouldn't use copyrighted work until they can. Generative AI systems are not some necessity humankind needs or we'll die off. If generative ai systems have to stop using copyrighted material until they are better at identify what is being used in what manner – what's the issue? Is that not fair? Shouldn't copyrighted owners know how, what, and how much their data is being used for?

When I buy a commercial license for music for example I only get to use for (X) number of downloads.

Copyright extends for (x) number of years.

This is no different.

13. What would be the economic impacts of a licensing requirement on the development and adoption of generative AI systems?

13A) Worst case scenario it slows it down development and adoption of generative AI systems. Again, there's no harm in this. Copyright works should be protected first. This could also be a great boon to copyright holders. If copyrighted works are so important to train generative AI systems they should be compensated accordingly.

15. In order to allow copyright owners to determine whether their works have been used, should developers of AI models be required to collect, retain, and disclose records regarding the materials used to train their models? Should creators of training datasets have a similar obligation?

15A) Yes.

15.1. What level of specificity should be required?

15.1) How much of it was used. What it was used for. How it intends to be used in the future.

15.2. To whom should disclosures be made?’

15.2) Every single copyright owner whose works were used.

16. What obligations, if any, should there be to notify copyright owners that their works have been used to train an AI model?

16A) That should be THE obligation. If a copyrighted work was used to train an AI model – the copyright owner should know.

20. Is legal protection for AI-generated material desirable as a policy matter? Is legal protection for AI-generated material necessary to encourage development of generative AI technologies and systems? Does existing copyright protection for computer code that operates a generative AI system provide sufficient incentives?

20A) Currently AI generated material is being taught by copyrighted material. It is not creating anything new. Because if this, in no way should AI generated material be copyrighted.

21. Does the Copyright Clause in the U.S. Constitution permit copyright protection for AI-generated material? Would such protection “promote the progress of science and useful arts”? [\[52\]](#) If so, how?

21A) No, it should protect AI generated material. It would not promote progress of science and useful arts in it’s current form, because it’s not being used to promote the arts it’s being used to replace people for a corporations bottom line. This isn’t about quality or art in and of itself, it’s about money. If it was about Art and the promotion and progress of it, we wouldn’t be having this discussing. Owners of AI generated models would have reached out to artists and copyright owners from the start and worked WITH THEM to generate these models. They did not do that, they stole it. That tells you everything you need to know.