

# TOSL ORSD

## Purpose

The purpose of this ODRL profile is to encourage the representation of ToS statements in order to automatically identify potentially abusive terms.

## Scope

The scope of this profile is limited to defining an ODRL profile to automatically detect unfair terms. The elements introduced will serve one of the following purposes: (i) to establish classes to address competency questions, such as dispute resolution or limitations of liability; (ii) to provide actions to support the obligations and rights typically outlined in the ToS; (iii) to introduce vocabulary elements to support the ToS restrictions typically provided; and (iv) to define elements and relationships necessary to determine the responsibilities and limitations of the parties involved.

The development of this model is limited to European Directive on Unfair Contract Terms and the types identified by Loos et al. and Lippi et al. Although this directive proposes a non-exhaustive list of potentially unfair terms, it is the main means employed by the European Union to put an end to unfairness in online contracts.

## Implementation Language

RDF, RDFS

## Intended End-Users

- SaaS Providers: person or organisation that makes its services available to customers.
- SaaS Customers: person or organisation that subscribes to or acquires services delivered by a SaaS provider.

## Intended Uses

- Use 1: Definition of the set of responsibilities defined in the ToS to perform analysis operations.
- Use 2: Request obligation, permission and prohibitions from each party.
- Use 3: Identify which statements are potentially unfair, the type and the responsible party.

## Ontology Requirements

### a. Non-Functional Requirements

NFR 1: The ontology shall be published online with standard documentation.

### b. Functional Requirements:

#### CQG1. Potentially abusive Arbitration terms

- CQ1. In the event of a dispute, is participation in arbitration fully optional for the consumer?
- CQ2. Does the arbitration term make arbitration mandatory before any court action can be taken?
- CQ3. Does the arbitration term require arbitration to take place in another country?
- CQ4. Is the arbitration process based on established law, or is it solely at the arbitrator's discretion?

#### CQG2. Potentially abusive Governing Law terms

- CQ5. What law is specified to govern disputes arising from the contract?
- CQ6. Is the governing law fixed (e.g., US federal law) and not the same as the consumer's country of residence?

#### CQG3. Potentially abusive Content Removal

- CQ7. Can the service provider remove the consumer's content?
- CQ8. Are specific reasons for content removal explicitly stated in the contract?
- CQ9. Does the service provider have full discretion to remove content without providing reasons?
- CQ10. Is prior notice required to be given to the user before content removal?
- CQ11. Can the consumer retrieve the content before removal?

#### CQG4. Potentially abusive Contract by Using

- CQ12. In what ways does the consumer provide consent to the terms of a contract?
- CQ13. Is the user legally bound by terms just by using the service?
- CQG5. Potentially abusive Jurisdictions
- CQ14. What is the specified jurisdiction in the contract for dispute resolution?
- CQ15. Does the jurisdiction term require dispute resolution in a different city, state, or country from the consumer's residence?

#### CQG6. Potentially abusive Limitation of Liability

- CQ16. Does the contract state that the provider is liable for any damages or losses?
- CQ17. Is the provider not liable for damages incurred by malware or harmful software, as stated in the contract?
- CQ18. Does the contract contain blanket phrases like "to the fullest extent permissible by law" to limit liability?
- CQ19. Are there provisions in the contract where the provider disclaims liability for physical injuries, health issues, or loss of life?
- CQ20. Does the contract attempt to exempt the provider from liability for gross negligence or intentional damage?

#### CQG7. Potentially abusive Unilateral Modification

- CQ21. Is the provider allowed to modify the contract unilaterally?
- CQ22. Does the contract require the provider to give notice before making changes?
- CQ23. Can the consumer terminate the contract if they disagree with the changes made by the provider?

#### CQG8. Potentially abusive Unilateral Termination

- CQ21. Can the provider terminate the contract unilaterally?

- CQ22. Does it specify specific causes, or termination is allowed without justified cause?
- CQ23. Is the provider required to give notice before terminating the contract?

## Pre-Glossary of Terms

### a. Terms from Competency Questions + Frequency

Term	Frequency
Contract	15
Provider	11
Arbitration	7
Customer (Consumer)	7
Law	6
Terms	4
Liability	4
Country	3
Notice	3
Dispute Resolution	2
Remove	2
By using	2
Jurisdiction	2
Terminate	2
Retrieve	1
Consent	1
Damage	1
Modify	1
Cause	1
Justification	1

## Ontological Resources

odrl-model

odrl-vocab