JICLT
Journal of International Commercial Law and Technology
Vol. 6, Issue 1 (2011)

Technical, Automatic and Passive: Liability of Search Engines for Hosting Infringing Content in the Light of the Google ruling*

dr Paul Przemysław Polanski
Kozminski University
ul. Jagiellonska 59
Warsaw 03-301
ppolanski@elaw.pl

Abstract. The present contribution discusses the latest ruling of the European Court of Justice in the case of Google, which may have deeper consequences for advertisers relying on AdWords service, as well as for providers of similar services around the globe. The Court ruling may turn out to be even more important for Web 2.0 service providers as it seems to have opened the possibility of applying for a legal protection under Article 14 of the Ecommerce Directive. European judges made it clear that sponsored links services are information society services and that they may fall under the sphere of application of hosting safe haven provided that their activities are of technical, automatic and passive nature understood as a lack of knowledge or control over the data stored. This statement is yet to be applied by French courts that will have to establish whether Google AdWords service is really neutral and hence deserves a special legal treatment.

1. Introduction

Google search engine produces two sets of results: natural search results, which are an outcome of indexation of billions of pages and their presentation based on sorting according to the PageRank™ algorithm, as well as sponsored results, that are an outcome of an automated process of displaying an advertisement associated with a sought phrase.[1] The former service is better known as AdWords, and allows advertisers to display links to their pages, irrespective of the natural results of the query. Advertisers pay Google for the display of their ads on a 'Price-per-Click' basis, every time a user clicks on a displayed link. If several advertisers select the same keyword, their position on a sponsored hit list will be dependent upon the basis of the highest price, the amount of earlier clicks on a given link and the quality of a commercial communication from the Google's perspective (Google case, para. 26).

Since advertisers select themselves keywords, triggering the display of sponsored links and Google does not intervene during the keyword selection phase, it is possible that third party rights may be infringed, particularly when selected phrases are identical or correspond to protected trademarks (Polanski 2009). And it was the main theme of a long battle between French trademark holders, who claimed that both Google AdWords service, as well as advertisers using their service infringes the law.

There are three cases, which were referred to the ECJ from the French Cour de Cassation, and which were joined together by the European Court. In the case of *Louis Vuitton* (case C-236/08), the reputable trademark holder called into question the legality of display practices where a 'Louis Vuitton' keyword entered into Google search engine triggers a display of sponsored links leading to sites offering counterfeit products. It is worth stressing that Google has not blocked the possibility of selecting keywords denoting counterfeit such as 'copy' or

* This paper was originally published in Kierkegaard, S. (2010)Private Law: Rights, Duties & Conflicts,pp.399-409.
[1] The Article draws on and extends an earlier contribution on the Opinion in the Google case: Polanski, P. P. (2009) *Liability of search engines for sponsored and natural results - the Case of Google*, [w]: S. M. Kierkegaard (red.) Legal Discourse in Cyberlaw and Trade, Malta: IAITL 273-285.

'replica'. As a result, Google was found guilty of trademark infringement. The Cour de Cassation stayed the proceedings and referred three questions to the ECJ for a preliminary ruling. The first question concerned the legality of Google's keyword selection practices, particularly with respect to counterfeit products, in the light of Community Regulation 40/94 and the Directive 89/104. The second question concerned the interpretation of Community trade mark secondary law as to the permissibility of such practices with respect to trade marks that have reputation. The third question concerned the interpretation of the directive on electronic commerce and the application of hosting exemption to AdWords services.

The second case concerned a usage of marks 'bourse des vols', 'bourse des voyages' and 'BDV' in a Google search engine (case C-237/08). This case differed in relation to the previous one as the products sold on the advertised sites did not infringe the trademarks of Viaticum and Luteciel. Despite the fact that AdWords service offered links to identical or similar products, Google was found guilty of trade mark infringement, and on appeal, of being an accessory to trade mark infringement (Google opinion, para. 23). The questions referred to the ECJ for a preliminary ruling were similar to the first and the last question in the previous case.

The third case concerned the French trade mark 'Eurochallenges' (case C-238/08). As in the second case, its usage in the query led to the display of ads for sites offering identical or similar products. Similar to the previous litigation, the Google search engine, among other defendants, was found guilty of trade mark infringement. When the case reached the Cour de Cassation three questions were referred to the ECJ for a preliminary ruling. The first question was novel as it concerned the possibility of a trade mark infringement consisting in the act of selecting for advertising purposes a keyword which corresponds to the trade mark. The second and third question corresponded to two questions referred to in the previous case.

In all of the cases the last question concerned whether Article 14 liability exemption for hosting applies to the content featured by Google in AdWords, which is the main topic of this contribution. The aim of this paper is to focus on the impact of the ruling of the ECJ on the availability of hosting exemption to search engine service providers, as well as Web 2.0 content providers. The analysis will start with a brief presentation of the background information, especially the Advocate General's Opinion. Then a detailed analysis of Google Judgment dealing with a hosting exemption will be presented.

2. Background

Before we delve into the analysis of the interpretation of hosting exemption to AdWords service, it is worth briefly discussing the first three out of four answers proposed by Advocate General Poiares Maduro in his Opinion issued on 22nd September 2009 (Google opinion).

The first question concerned the potential liability of an advertiser who, without the authorization, uses keywords, which correspond to a trademark registered by trademark proprietor. The Advocate General argued that the advertiser who uses a keyword corresponding to a trademark does not commit an infringement:

> *"...the display of a link proposing connection to a site operated by that economic operator for the purposes of offering for sale goods or services, and which reproduces or imitates a trade mark registered by a third party and covering identical or similar goods, without the authorisation of the proprietor of that trade mark, does not constitute in itself an infringement of the exclusive right...".*

As a result, in the Advocate's General view, advertisers are free to use whatever keywords they deem appropriate to trigger the display of sponsored links.

The Court has not accepted this proposal, and in fact ruled quite the opposite, namely that relevant EU trademark laws:

> "... must be interpreted as meaning that the proprietor of a trade mark is entitled to prohibit an advertiser from advertising, on the basis of a keyword identical with that trade mark which that advertiser has, without the consent of the proprietor, selected in connection with an internet referencing service, goods or services identical with those for which that mark is registered, in the case where that advertisement does not enable an average internet user, or enables that user only with difficulty, to ascertain whether the goods or services referred to therein originate from the proprietor of the trade mark or an undertaking economically connected to it or, on the contrary, originate from a third party."

As a result, trademark proprietors received a strong backing from the Court against advertisers, who rely on keywords identical with trademarks, provided that a trademark owner can demonstrate the potential confusion that an advertisement might cause among Internet users. The basic problem that arises in this context is how an advertiser should formulate an advertisement so as not to misguide an Internet user as to the origin of a given product or service. Average users, could be argued, are already accustomed to recognizing the "original" source of products or services based on the domain name address, which is always presented on a sponsored hit list. On the other hand, the Court clearly expects more in such cases, which may lead to a successful blocking of advertisements by rightholders who now may object the usage of keywords identical with trademarks.

The second question concerned the liability of Google for contribution to the trademark infringement. The AG argued that a trademark proprietor cannot prevent the search engine operator from making available to the advertisers keywords corresponding to trademarks nor

> "....from arranging under the referencing agreement for advertising links to sites to be created and favourably displayed, on the basis of those keywords." The Court seems to have followed this suggestion and ruled that: "An internet referencing service provider which stores, as a keyword, a sign identical with a trade mark and organises the display of advertisements on the basis of that keyword does not use that sign within the meaning of Article 5(1) and (2) of Directive 89/104 or of Article 9(1) of Regulation No 40/94."

As a result Google and other search engine service providers seem to have won an assurance that the paid referencing service they provide does not in itself infringe trademark laws. The same reasoning was applied in the third question, which dealt with trademarks that have a reputation.

In summary, advertisers themselves rather than sponsored links service providers risk the collision with trademarks laws when they use keywords identical with trademarks in a way that may confuse Internet users.

3. Liability for hosting AdWords content under article 14 of the Ecommerce Directive

The last question posed by Cour de Cassation in all the three cases referred to the ECJ is whether Article 14 of Directive 2000/31 is to be interpreted to mean that a sponsored links service

> "...constitutes an information society service consisting in the storage of information supplied by the advertiser, with the result that that information is the subject of 'hosting' within the meaning of that article and that the referencing service provider therefore cannot be held liable prior to its being informed of the unlawful conduct of that advertiser" (Google case, para. 106).

In other words, the referring court has doubts whether Google AdWords service can be considered as consisting of storage of information. These doubts are indirectly a consequence of the fact that European

legislation has not followed an American approach and has not devised a distinct liability exemption for search engine service providers. One should note, however, that at least Portugal, Spain, Austria, Hungary, Bulgaria, Romania and Liechtenstein have adopted some form of limitation of liability for location tool or hyperlinking services (Walden, 2009).

The answer to this question is not only important for search engine service providers but for all kind of service providers that store digital content at the request of a user (i.e. user-generated content service providers or Web 2.0 services). If Article 14 of the directive is construed narrowly then such services will not be covered by the hosting exemption. On the other hand, if a wider interpretation prevails, then Web 2.0 services as well as search engines might find a safe haven despite a lack of explicit regulation of search engine liability in the directive on electronic commerce.

Paragraph 1 of Article 14 of the Directive 2000/31/EC titled "Hosting" reads as follows:

> "Where an information society service is provided that consists of the storage of information provided by a recipient of the service, Member States shall ensure that the service provider is not liable for the information stored at the request of a recipient of the service, on condition that:
>
> (a) the provider does not have actual knowledge of illegal activity or information and, as regards claims for damages, is not aware of facts or circumstances from which the illegal activity or information is apparent; or
>
> (b) the provider, upon obtaining such knowledge or awareness, acts expeditiously to remove or to disable access to the information."

The aforementioned exemption covers both criminal and civil charges "for all types of illegal activities initiated by third parties." ((COM(2003) 702 final (21.11.2003), para 4.6) Consequently, Google could be exempt from liability for all types of illegal activities, including trademark infringement, initiated by its users provided that certain conditions were fulfilled. Article 14 hosting exemption applies where:

1. there is an information society service;
2. that service consists in the storage of information, provided by the recipient of the service, at the request of that recipient;
3. and (3) the provider of the service has no actual knowledge of the illegal nature of the information, or of facts which would make such illegality apparent, and duly acts to remove it upon becoming aware of its illegality.

The Opinion of the Advocate General and the ruling of the Court reveal the argumentation of the plaintiffs, who relied on first two requirements for the application of Article 14, namely: (1) that the provision of search tools, including AdWords is not an information society service, and (2) that the storage of keywords selected by AdWords users cannot constitute hosting for the purposes of Article 14 of the directive.

4. AdWords as an information society service

Article 1(2) of Directive 98/34 defines information society service as '*any service normally provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of services*'. Annex 5 to this directive lists examples of what is and what is not an information society service in detail. For instance, fax-based services are not considered to be delivered by electronic means, and hence outside the sphere of application of the Ecommerce Directive. In general, one can equate information society services with Internet-based services or simply an e-commerce (Polanski (2008a)).

In his Opinion, the Advocate General found nothing in the wording of the definition of information society services to exclude its application (Google opinion, para. 131). It is worth recalling though that a "complex"

legislative history of the directive, and the wording of article 21 of the Directive, which mandated the Commission with a task of examining the need of additional limitations on liability for other activities such as the provision of hyperlinks and search engines gave raise, in the AG's view to two possible interpretations: one including and one excluding search engines services from the scope of the directive. Mr Maduro then relied on article 1(5) of the directive, which has not explicitly excluded search engine service providers from the scope of the law, which led AG to the conclusion that such services fall under the sphere application of the directive on electronic commerce (Google Opinion, para. 136).

The Court has also come to the conclusion that AdWords service features all of the elements of the information society service definition (Google case, para 110). In my view, this is a correct conclusion. Services provided by search engines are information society services and they are covered by the directive 2000/31/EC. Both the Court and the AG could perhaps support their argumentation with a reference to recital 18 of Ecommerce Directive, which explicitly provides that

> *"…information society services are not solely restricted to services giving rise to on-line contracting but also, in so far as they represent an economic activity, extend to services which are not remunerated by those who receive them, such as (...) those providing tools allowing for search, access and retrieval of data.*"

The directive made it clear that it applies to the provision of services by search engines, even if such services are not remunerated by those who receive them. Consequently, information society services embrace both free Google search engine as well as AdWords service and therefore, cannot in principio be denied the access to safe haven provisions of the Ecommerce Directive.

5. AdWords as a hosting service

The main question remains whether Google's AdWords services can be classified as hosting under Article 14 of the directive on electronic commerce in a legal sense. In order to better understand the legal meaning of hosting let's first recall the wording of opening sentence of Article 14 of the Directive titled Hosting: "*Where an information society service is provided that consists of the storage of information provided by a recipient of the service* (…)". Hosting is understood as the storage of information provided by a user. The term 'hosting' was used twice in the text of the directive (in recital 18 and in the title of Article 14) but no definition is present.

What is then hosting in a technical sense? Hosting is a service provided primarily by data centers that offer a 24/day access to a disk space to individuals and organizations, who want to make their available on the Internet. There are various levels of service and various kinds of additional services offered. The most common kind of hosting is web hosting, which typically includes a provision of free space on a remote server accessible via FTP protocol together with a variety of combined services, such as e-mail hosting service and DNS hosting. According to Wikipedia, full-featured hosting services include dedicated hosting service, virtual private server and collocation facilities:

> "Dedicated hosting service, also called managed hosting service, where the hosting service provider owns and manages the machine, leasing full control to the client. Management of the server can include monitoring to ensure the server continues to work effectively, backup services, installation of security patches and various levels of technical support. Virtual private server, in which virtualization technology is employed in order to allow multiple logical servers to run on a single physical server. Colocation facilities, which provide just the Internet connection, uninterruptible power and climate control, but let the client do his own system administration; the most expensive." (Wikipedia 2009) '

In all of the cases, hosting is restricted to management of technical infrastructure and not administration of content. As a result, if hosting was to be interpreted in its technical sense, Article 14 exemption could not apply to AdWords service (Polanski 2009).

The narrow interpretation of hosting is visible in the argumentation of plaintiffs. Trade mark rightholders raised the argument that hosting is a purely technical operation and by incorporating hosting into an advertising activity AdWords fell outside the purview of Article 14 (Google Opinion, para. 139). This is a strong argument because as we have seen above, hosting services were traditionally offered by data centers providing services of storage of files for the purpose of making them available at the request of a recipient of an Internet service (Polanski 2009). Justice Eady in *Metropolitan International Schools Ltd v Designtechnica Corporation and Others* argued that the characterization of Google search services (referring to natural search services) as hosting services should be rejected (MIS 2009).

The broader understanding of hosting seems to prevail in the European Commission, although not without doubts. As the AG noted "the Commission itself has changed its opinion on the scope of Directive 2000/31, having argued in the present cases that the exemption provided for in Article 14 applies to AdWords." (Google Opinion, para. 135). This approach would be in line with the American approach where the equivalent provisions of DMCA were interpreted extensively to encompass services distributing third-party content (Bailey 2006, p. 10). Similar lines of argumentation are presented in the British literature offering a wide interpretation of hosting exemption in the UK implementation of the Directive 2000/31/EC (Holmes 2007, p. 339).

5.1 AG's rejection of a hosting defense

The Advocate General noted that Google stores text of ads and their links at the request of its users, therefore nominally fulfilling the conditions for the application of Article 14 (Google Opinion, para 138). The Court also seems to have gone in this direction:

> "...it cannot be disputed that a referencing service provider (...) stores, that is to say, holds in memory on its server, certain data, such as the keywords selected by the advertiser, the advertising link and the accompanying commercial message, as well as the address of the advertiser's site." (Google case, para. 111). The AG also added that: "(...) Information society services will rarely consist in activities which are exclusively technical, and will normally be associated with other activities which provide their financial support." (Google Opinion, para. 140).

This short passage could be interpreted as equating hosting with an activity of a broader scope than a mere storage of data (Polanski 2009), effectively rejecting the idea that hosting should be limited to mere network storage services (Walden 2009).

However, despite the apparent broad interpretation of storage requirement the Advocate General suggested to the Court that access to Article 14 safe haven should be denied to Google AdWords service:

> "(...) The provider of the paid referencing service cannot be regarded as providing an information society service consisting in the storage of information (...)" (Google Opinion, answer 4).

Before we analyze the position adopted by the European Court it is worth again to recall AG's argumentation:

> "(…) the present cases involve a particular advertising context which sets the hosting activity apart. That is the reason why I find myself in agreement with the trade mark proprietors – even if not automatically endorsing their arguments – that the liability exemption under Article 14 of Directive 2000/31 should not apply to AdWords. That position is based on the underlying aim of Article 14 and of Directive 2000/31 as a whole." (Google opinion, para. 141).

But what is the underlying aim of Article 14 in AG's viewpoint? It's the principle of neutrality, which is construed from Article 15 of Directive 2000/31/EC, which prevents Member States from imposing on ISPs, network, caching and hosting providers an obligation to monitor the information carried or hosted, or actively to verify its legality. The AG noted: *"I construe Article 15 of that directive not merely as imposing a negative obligation on Member States, but as the very expression of the principle that service providers which seek to benefit from a liability exemption should remain neutral as regards the information they carry or host."*

Therefore, if it can be established that a given information society service provider does not modify or in any way influence the content it processes, he would fall under the sphere of application of Article 14 (Polanski 2009).

However, in the AG's viewpoint, Google does not remain neutral with respect to content it carries or hosts in AdWords service:

> "Google's display of ads stems from its relationship with the advertisers. As a consequence, AdWords is no longer a neutral information vehicle: Google has a direct interest in internet users clicking on the ads' links (as opposed to the natural results presented by the search engine)." (Google Opinion, para. 145) The question whether such liability exists is a matter for national law to determine. (Google Opinion, para. 146)

It is to be regretted, though, that the AG has not further developed a "principle of neutrality" and the "direct interest" argument. Is the neutrality understood as a lack of financial incentives to influence the content carried or hosted? Or maybe the neutrality is used in the technical sense meaning that no manual intervention is present. If the latter interpretation is correct, one could argue that a pecuniary interest has nothing to do with technical neutrality with respect to the content stored. Firstly, a pecuniary interest is, in fact, one of the characteristics of information society services, which should normally be provided for remuneration. Consequently, in this context a direct interest in users clicking on the ads should not be the sole criterion for attributing liability for content stored. Secondly, it is hard to imagine how Google could deliberately resign from the technical neutrality with respect to the content stored. The fact that there is a much smaller number of hits within AdWords in comparison to natural search services does not mean that Google has an interest in manually influencing the display of advertisements as it could simply harm their business. The total number of paid advertisements is simply too big to control it manually and the greatest revenue comes from automatisation, and not from manual processing.

The neutrality principle could also be understood as a lack of financial interest in the content stored (Walden 2009). Traditional hosting service providers normally do not have an interest in the type or amount of content stored. Google, however, as the AG seems to argue - has a financial interest in the data stored (because advertisers pay for each advertisement). If that interpretation is correct, then the same argument as in the previous case can be raised, namely that information society services are normally offered for remuneration. Furthermore, one may wonder in this context what is the difference in terms of financial interest between Google who gets paid for each advertisement and a traditional hosting service provider that gets paid - for the sake of simplicity - for each gigabyte of hosting space offered. Is this a useful criterion for distinguishing information society services that fall under the sphere of application of Article 14 of the Directive, and those that fall outside?

5.2 Court's ruling

The European Court of Justice has not explicitly endorsed the direct interest criterion advocated by Mr Maduro. Instead the Court has turned to the very basis of Article 14, namely to the assumption that exemptions from liability established in the Directive only apply to intermediaries, and not non-intermediaries. In the words of the Court: "(...) *the conduct of that service provider should be limited to that of an 'intermediary service provider' within the meaning intended by the legislature in the context of Section 4 of that directive*" (Google case, para 112). It is therefore crucial to be able to find criteria to distinguish between those service providers that store

data at the request of the users and at the same time act as intermediaries from those who merely store third-party content.

The Court found the criteria for distinguishing "protected" hosting intermediaries in recital 42 of the Ecommerce Directive, which "... cover only cases in which the activity of the information society service provider is 'of a mere technical, automatic and passive nature', which implies that that service provider 'has neither knowledge of nor control over the information which is transmitted or stored'" (Google case, para. 113). Interestingly, this criterion is also an emanation of a principle of neutrality in its technical sense. As the Court made it clear, in order to be protected by liability limitations established in the Directive,

> "it is necessary to examine whether the role played by that service provider is neutral, in the sense that its conduct is merely technical, automatic and passive, pointing to a lack of knowledge or control of the data which it stores." (Google case, para. 114)

The task of determining whether the conduct of Google is of technical, automatic and passive nature was vested with national courts that will have to apply this ruling in the local settings. However, the Court has included certain positive and negative hints as to what control knowledge or control over data really means.

Firstly, the ECJ pointed the fact that: the "...display of the ads is made under conditions which Google controls." (Google case, para. 115). Referring to the criteria outlined above this would suggest that Google does not fall under the Article 14 sphere of protection because it controls the conditions under which ads are displayed. However, the Court has made it clear that the mere control of conditions of access should not be equated with the control of the data: "...the mere facts that the referencing service (...) provides general information to its clients cannot have the effect of depriving Google of the exemptions from liability provided for in Directive 2000/31." (Google case, para. 116)

Likewise, the Court clarified the fact that although Google controls the terms of payment, it does not mean that it should be denied the Article 14 shield. This statement rejects the principle of neutrality which is interpreted as a lack of financial interest in the data stored. Thirdly, the Court of Justice hints that it may be hard to attribute Google with a knowledge of or control over data due to or as a result of a "(...) concordance between the keyword selected and the search term entered by an internet user". (Google case, para. 117).

However, the main task for the national court will be to examine "(...) the role played by Google in the drafting of the commercial message which accompanies the advertising link or in the establishment or selection of keywords is relevant." (Google case, para. 118). This is actually the heart of the problem as it may turn out that Google is not truly neutral in this area. It will be hard, anyway, to claim that Google could filter keywords corresponding to registered and unregistered trademarks, as there is no central database of such trademarks, and even if there was one, it would have to cope with the fact that intellectual property regimes are national in character.

In summary, the Court has accepted under certain conditions the extension of the sphere of application of Article 14 to sponsored links services. This is an important verdict as many third-party content service providers will now be able to rely on the lack of knowledge or control over data argument to avoid legal liability.

6. Conclusion

Sponsored links services have been subject to litigations in several Member States, including: Austria, Belgium, Germany, Italy, the Netherlands and the United Kingdom, albeit on different grounds (Google opinion, para. 14). Although especially French courts called into question the legality of AdWords services offered by Google, the Court has ruled that the most well-known search engine cannot be effectively accused of trademark infringement as the company does not "use" trademarks in its legal sense.

The advertiser, however, may be forced to change his or her marketing tactics, which may have a deep impact on the e-commerce advertising sector.

The Court ruling also analyzed to possibility of applying Article 14 liability exemption to Google AdWords service. European judges made it clear that sponsored links services are information society services and that they may fall under the sphere of application of hosting liability safe haven provided that their activities are of technical, automatic and passive nature understood as a lack of knowledge or control over the data stored. This statement is yet to be applied by French courts that will have to establish whether Google AdWords service is really neutral and hence deserves a special legal treatment.

Concluding, a widening of the sphere of application of Article 14 to "virtual" hosting services became a fact. On the other hand, a liberal application of hosting exemption to all instances of websites storing third-party content may cause problems, especially in jurisdictions that do not yet have notice-and-takedown provisions. Suddenly numerous website proprietors may apply for protection only because they offer some mechanisms for storing users' data – a common phenomenon in the world dominated by open-source content management systems.

References

1. Bailey (2006) What liability awaits Web 2.0?, 29-SEP L.A. Law. 10.
2. Google Opinion (2009). Retrieved October 3, 2009 from http://curia.europa.eu/jurisp/cgi-bin/form.pl?lang=EN&Submit=Submit&numaff=C-236/08
3. Google Case (2010). Retrieved March 30, 2010 from http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:62008J0236:EN:HTML
4. Holmes, S., Ganley, P. (2007) User-generated content and the law, Journal of Intellectual Property Law & Practice 2007, 2(5): 338-344.
5. Langville, A., Meyer, C (2006). Google's PageRank and Beyond: The Science of Search Engine Rankings. Princeton and Oxford, Princeton University Press.
6. MIS (2009). *Metropolitan International Schools Ltd v Designtechnica Corporation and Others,* Retrieved October 3, 2009 from http://www.bailii.org/ew/cases/EWHC/QB/2009/1765.html
7. Polanski, P. P. (2007). Customary Law of the Internet: In the Search for a Supranational Cyberspace Law. The Hague, T.M.C. Asser Press.
8. Polanski, P. P. (2008a). Information Society Services and the Convergence of Media. Business and Law. Theory and Practice. (ed.) Kierkegaard, S., New York, IAITL: 244-259
9. Polanski, P.P. (2008b). "Spam, spamdexing and regulation of Internet advertising." International Journal of Intellectual Property Management 2(2): 139-152.
10. Polanski, P. P. (2009) Liability of search engines for sponsored and natural results - the Case of Google, [w]: S. M. Kierkegaard (red.) Legal Discourse in Cyberlaw and Trade, Malta: IAITL 273-285.
11. Report from the Commission to the European Parliament, the Council and the European Economic and Social Committee – First Report on the application of 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) – COM(2003) 0702 final
12. Walden, I. (2009), Mine host is searching for a 'neutrality' principle, Queen Mary University of London, Legal Studies Research Paper No. 34/2009, available at: http://ssrn.com/abstract=1504224.
13. Wikipedia (2009), Internet hosting service, Retrieved September 20, 2010 from http://en.wikipedia.org/wiki/Internet_hosting_service.