

140 YEARS LATER, LOOKING AHEAD

WHOSE RIGHT IS COPYRIGHT?

OWNERSHIP AND TRANSFER OF COPYRIGHT AND RELATED RIGHTS

October 9-11, 2025

Opatija, Croatia

QUESTIONNAIRE

Austrian Report

Contributors: Bettina Höchtel, Himanshu Arora, Clemens Appl, Michel Walter, Paul Fischer

I. INITIAL OWNERSHIP [SESSION 2]

A. To whom does your country's law vest initial ownership? (Please indicate all that apply.)

1 — The author (human creator) of the work

a. Does your country's law define who is an author?

According to § 10 Austrian Copyright Act (ACA), only the natural person who created the work is deemed to be the author ("Schöpferprinzip"). It is rebuttably presumed, that the person named on a copy of the work as the author using a name or pseudonym, that person is to be the author (§ 12 ACA).

Where there is no author named, the editor or publisher is considered as the author's authorised representative leading to the editor or publisher having the capacity to sue copyright infringers.

b. For joint works (works on which more than one creator has collaborated), does your law define joint authorship? What is the scope of each co-author's ownership? (may joint authors exploit separately, or only under common accord)?

Joint authorship (§ 11 ACA) is the consequence of joint creation of a work with the contributions forming an inseparable entity. The mere act of just combining different works does not lead to joint authorship, eg, text and music.

Joint authorship requires (Austrian Supreme Court 4 Ob 64/17s – *T-Guardian*) a) a co-author's own intellectual creation of whatever significance embodied in each contribution, b) a uniform creative process (Mutual subordination to a uniform overall idea; deliberate cooperation - no legal intention required;

horizontal or vertical cooperation possible), c) the jointly created work forms (from a legal point of view) an indivisible whole.

Joint authors may take legal action against copyright infringements separately. Any modification or exploitation of the work, however, requires the consent of **all** co-authors, in principle. In case, the consent is refused without giving any appropriate reason, the other joint authors can have consent enforced judicially. There is not significant evidence about practicability of this rule, as there are no supreme court decisions dealing with the prerequisites for such “forced” consent.

2 — Employers

a. Under what conditions, e.g., formal employment agreement, in writing and signed? Creation of the work within the scope of employment?

The principle of authorship (“Schöpferprinzip”, § 10 ACA) also applies in cases where employees create works by performing their professional duties. As Austrian copyright is based on the monistic doctrine, copyright will in any case rests with the author (§ 10 ACA) and cannot be transferred as such by any inter vivos act (§ 23 ACA). Thus, an employer is limited to the acquisition of (exclusive) licences according to general principles of labour law, contract law and copyright law. There are – besides § 38 ACA (film authors), § 40b ACA (Computer program authors), § 40f (3) ACA (database authors) – no special legal provisions dealing with employed authors.

According to § 40b / §40f (3) ACA, by law, the employer is rebuttably deemed being granted an exclusive right to exploit the **computer program**, created by an employee in the performance of his or her contractual duties. This presumption also applies to the prerogatives of moral rights except for the unwaivable right to claim authorship in a work.

However, since § 24(c) (1) and § 24(c) (3) ACA - i.e. ‘Purpose-based interpretation of licence agreements in case of doubt with regard to the types of use covered (“Zweckübertragungsgrundsatz”) and ‘Right to revocation’ (in case of new forms of exploitation unknown hitherto) specifically exclude ‘works created in the context of employment relationship’ from its scope of application. Thus, it remains a question of general principles of contractual interpretation, whether and to what extent the employees’ rights are licensed to the employer. Contractual provisions may provide detailed rules including the scope of additional remuneration. Furthermore, some moral rights will always mandatorily remain with the employee.

§ 24(c) (2) ACA does not explicitly prescribe that the contract—which grants a license or a right to use a work—must be in writing. It can be oral or non-verbal too.

However, if the contract concerns ‘unknown future forms of exploitation’, then such agreement must be in writing (§ 24c(2) ACA).

3 — Commissioning parties

a. All commissioned works, or limited to certain categories?

The creator of the commissioned work is to be considered the ‘author’ and the initial owner of copyright. Exclusive or non-exclusive licences must be granted explicitly or by tacit agreement to the commissioner according to the general rules of contract law in accordance with § 24 ACA. § 24c (1) and § 24c (3) ACA—i.e. the purpose-based-interpretation-rule and the ‘Right to revocation’ (in case of new forms of exploitation)—also apply to commissioned works.

b. Under what conditions, e.g., commissioning agreement, in writing and signed by both parties?

§ 24(c) (2) ACA does not explicitly suggest that the contract—which grants an exclusive or non-exclusive license—must be in writing. It can be concluded orally as well as by tacit agreement. However, if the contract concerns ‘unknown future forms of exploitation’, then it must be in writing (§ 24c(2) ACA).

4 — The person or entity who takes the initiative of the work’s creation (e.g. Producers; publishers) of certain kinds of works, e.g., audiovisual works; collective works

a. scope of ownership of, e.g. all rights, or rights only as to certain exploitations; what rights do contributors to such works retain?

Films (Audio-Visual works)

According to § 38(1) ACA, it is rebuttably presumed that all exploitation rights are exclusively licensed to the producer by the persons who committed to participate or contribute to the production of a **film**. The rule applies to photographic works created for the film as well. However, the copyright in the underlying works i.e. novel, screenplay, and film music remains unaffected. For the exploitation of ‘adaptations and translations’ by the producer it is presumed that licences are granted to the producer for every ‘normal’ exploitation, including the completion of an unfinished film by virtue of § 39 ACA.

According to this provision quoted (second sentence) the authors of a cinematographic work may grant licences to the producer even after having licensed these rights to third parties, to a CMO, which appears questionable from a dogmatic as well as from a practical perspective.

Claims to an equitable remuneration are vested with the authors and the producer half each which appears at the same time unclear and questionable.

Collective works (Periodicals)

Collective works in the strict sense understood as “œuvre collective” are unknown to Austrian law. However, collections according to Art 2(5) BC are subject to copyright protection. There are also special rules of interpretation provided for contributions to periodicals.

In accordance with § 36 ACA, if an author’s work is accepted for inclusion in a periodical collection (e.g., newspaper, magazine), then the author remains entitled to **reproduce** and **distribute** the work elsewhere, unless **(a.)** there is an explicit agreement transferring more rights, or **(b.)** the circumstances clearly indicate that the publisher is meant to acquire an exclusive right (the work may not be used elsewhere). In other words, inclusion of a work in a periodical does not automatically grant exclusivity to the publisher. The time periods for the automatic lapse of such exclusive rights to a publisher in different collective works are also specified in the relevant § 36 ACA. § 37a ACA applies to scientific publications and reserves the right to secondary exploitation for scientists.

5 — Other instances of initial ownership vested in a person or entity other than the actual human creator? (Other than 6, below.)

There is no provision explicitly assigning initial ownership to anyone other than the human creator.

§ 38 ACA doesn’t provide initial ownership of the producer but rather provides for a rebuttable presumption that exclusive comprehensive licences are granted (see above at no 4).

As regards performing artists contributing to a cinematographic work, however, according to § 69 of the ACA the exploitation rights are initially vested in the producer, which is not in line with Union law.

6 — If your country’s law recognizes copyright in AI-generated works, who is vested with original ownership? (e.g., the person providing the prompts to request an output? The creator of the LLM model and/or training data? someone else?)

Austrian copyright law is based on the human authorship requirement. Thus, the prevailing opinion does not recognize copyright in AI-generated works nor identifies a need to revise the human authorship requirement. Copyright protection is reserved for human works, not machine creations. The individual who provides the prompts may be considered the author, given that the prompts clearly shape significant elements of the output that form the protectable whole. Along these criteria – theoretically - assigning copyright to the model creator or the person selecting the training data would be possible, but extremely difficult as one must show a substantial and deliberate (!) impact on a specific output.

[b. For presumptions of transfers, see II (transfers of ownership, below)]

B. Private international law consequences

1 — To what country's law do your country's courts (or legislature) look to determine initial ownership: Country of origin? Country with the greatest connections to the work and the author(s)? Country(ies) for which protection is claimed?

Under the Austrian Act on Privat International Law (§ 34) the laws of the country where exploitation or infringement takes place applies to the coming into being, the content and the duration of authors' rights (country of protection principle). According to the dominant opinion and jurisprudence this applies also to the question of first ownership of authors' rights.

Pursuant to the Supreme Court's case law this also applies to cases where Article 8 of the Rome II Regulation applies. However, due to the unclear wording 'for which protection is claimed' it is also argued that the laws of the country apply for which protection is claimed (by the potential plaintiff), if there is a sufficient relationship (connection) to this country.

II. TRANSFERS OF OWNERSHIP [SESSION 3]

A. Inalienability

1 — Moral rights

a. Can these be granted to the grantee of economic rights? To a society for the collective management of authors' rights?

No. According to § 24 ACA, only economic rights (for e.g. reproduction, distribution, renting etc) are subject to licences ('Werknutzungsbewilligungen und -rechte'). There is no collective management of moral rights in Austria either. The principle of inalienability of moral rights is the very reason for the ban on an alienation of authors' rights as such (including moral rights). Also, economic rights may not be transferred (as a whole) inter vivos. It is the so-called 'Werknutzungsrecht' which serves as a substitute. It is to be understood as an independent right erga omnes though derived from the author and equals an exclusive licence including the right to sue (infringements) in the licensee's own name (24 of the ACA). To the contrary non-exclusive licences ('Werknutzungsbewilligungen') do not include the right to sue.

It is to be mentioned, however, that the case law of the Austrian Supreme Court admits the transfer of moral rights for the sole purpose of exercising them in the interest of the author on a fiduciary basis, in the first place by CMOs.

b. May the author contractually waive moral rights?

§ 19 (2) ACA states, that the moral ‘right of paternity’ is inalienable and contractually unwaivable.

According to § 20 of the ACA it is for the author to decide if he or she is to be credited as the work’s author and under which name (pseudonym) or if he or she prefers to stay anonymous. This implies that the author may to some extent waive his or her right to be credited.

§ 21 ACA allows the author to grant consent for minor alterations to the work. Depending upon the case the licensee may even insist to alter the works in some way according to the rules of fair customs and practices. However, the moral right of prevention of distortion, which prevents significant prejudice to the author's intellectual interests, remains intact. This moral right also appears to be contractually unwaivable.

2 — Economic rights

a. May economic rights be assigned (as opposed to licensed)? May an author contractually waive economic rights?

Economic rights may only be licensed according to a special system of exclusive and non-exclusive licences as explained above.

However, there is no express provision which deals with (contractual) waiving of economic rights by the author. It can be argued that Copyright is to remain with the author since it cannot be transferred by an inter vivos act.

b. Limitations on transfers of particular economic rights, e.g., new forms of exploitation unknown at the time of the conclusion of the contract.

~~§ 24c (1) and § 24c (3) ACA provides for ‘Purpose Transmission Principle’ and ‘Right to revocation’.~~ According to § 24c (2) of the ACA, licences concerning types of exploitation which were not known at the time of conclusion of initial contract must be in writing. Furthermore, upon notice of an envisaged exploitation the author may revoke the respective licence; this ‘right of invocation’ cannot be waived in advance. However, the ACA provides for a number of exceptions from this rule.

As per § 27 ACA, the license/right to use a work is also inheritable and alienable. The alienation of the license to use can only be made with the consent of the author; exceptions apply.

B. Transfers by operation of law

There is no full transfer of copyright under Austrian copyright law. Thus, the following answers refer to licensing.

1 — Presumptions of transfer:

a. to what categories of works do these presumptions apply?

See answers to no 4 above.

b. are they rebuttable? What must be shown to prove that the presumption applies (or has been rebutted)?

Yes, for the **films**. As per section 38(1). the presumption of transfer is used in cases of a **doubt**. The room for agreeing and proving otherwise is always open for the participants, contributors, or performers.

Also, for **computer programs and databases**, the exclusive licence of exploitation rights is by operation of law, unless there is a contract to the contrary.

c. Scope of the transfer: all rights? Rights only as to certain forms of exploitation?

For **films**, all types of exploitation rights, in principle including adaptations and translations, except the copyrights in the works of novel, music and screenplay (unless separately licensed or assigned).

For **computer programs and databases**, the exclusive licence of exploitation rights covers all rights. The right to exploit the computer program or database is unlimited in nature.

d. Conditions for application of the presumption (e.g. a written audiovisual work production contract; provision for fair remuneration for the rights transferred)?

No specific conditions apply.

2 — Other transfers by operation of law?

n/a

C. Transfers by contractual agreement

1 — Prerequisites imposed by copyright law to the validity of the transfer, e.g., writing, signed, witnessed, recordation of transfer of title?

Apparently, no specific formality for the transfer of rights is prescribed under the Act, except in cases involving unknown types of exploitation (§24c ACA), where a written agreement is mandatory.

2 — Do these formal requirements include an obligation to specify what rights are transferred and the scope of the transfer?

n/a

3 — Does your country's law permit the transfer of all economic rights by means of a general contractual clause?

Apparently, no specific mode or form of contract (or contractual clause) of transfer is prescribed under the Act, except in cases involving unknown exploitation forms, where a written agreement is mandatory. But where a general clause is used, the so-called 'Purpose Transfer Principle' (see no 2 above) applies (§24c (1) ACA). Thus, the scope of buy-out contracts is subject to restrictive interpretation.

4 — Does your country's law permit the assignment of all rights in future works?

According to § 31 of the ACA, an author can validly agree in advance to grant exploitation rights for works that do not yet exist (future works). However, the author may revoke such agreement after 5 years having elapsed from the conclusion of the contract. For recorded performing artists the term is reduced to 1 year.

D. Private international law

1 — Which law does your country apply to determine the alienability of moral or economic rights and other conditions (e.g. the country of the work's origin? The country with the greatest connections to the work and the author(s)? The country(ies) for which protection is claimed?)

Based on immanent territorial boundaries of national copyright, the question of alienability of moral or economic rights must be answered according to applicable law of the copyright in question. In Austria, the determination of the transferability of moral and economic rights and other conditions of copyright is governed by the **lex loci protectionis**, i.e. the law of the country for which protection is claimed. The decisive factor is neither the country of origin of the work nor the 'closest connection' to the work or author, but rather Austrian copyright if protection is claimed for Austria.

Austria, being a member of Berne Convention, would apply 'initial authorship or ownership rules' for the foreign works in accordance with the domestic laws of 'countries of origin' (*lex originis*), but for the protection claimed in Austria, as per Article 5(2) BC, the laws on 'extent of protection' and 'means of redressal' shall apply the

Austrian law (*'lex protectionis'*). The term 'extent of protection' would include the scope of economic and moral rights as well.

III. CORRECTIVE MEASURES, SUBSEQUENT TO TRANSFERS OF RIGHTS, ACCORDED TO AUTHORS OR PERFORMERS IN VIEW OF THEIR STATUS AS WEAKER PARTIES [SESSION 4]

1 — Does your law guarantee remuneration to authors and performers?

a. By requiring payment of proportional remuneration in certain cases (which)?

No specific payment of a proportional remuneration in specific cases are provided for in the ACA.

b. By a general requirement of appropriate and proportionate remuneration?

§ 37b ACA is the main provision codifying the respective provision Article 18 of the DSM Directive and providing for appropriate and proportionate remuneration.

c. By adoption of mechanisms of contract reformation (e.g., in cases of disproportionately low remuneration relative to the remuneration of the grantees?

§ 37c UrhG is the Austrian law provision implementing the “contractual adjustment of disproportionately low remuneration” principle as enshrined in Article 23 of the DSM Directive.

d. By providing for unwaivable rights to remuneration in the form of residual rights?

Except for the claim to an (unwaivable) claim to participation in the proceed from the renting and lending rights there is no express provision under the Austrian Copyright Law, which provides or allows for waiving the statutory claims to an equitable remuneration eg, in the realm of private copying.

2 — Does your law require that the grantee exploit the work?

a. Does your law impose an obligation of ongoing exploitation? For each mode of exploitation granted?

There is no general obligation under Austrian Copyright law imposed upon the grantee/licensee (of the right to use) to use the work. However, a contractual obligation can be imposed. In any case, Austrian law provides in certain cases that the non-exercise of exploitation rights justifies a revocation of granted rights (§ 29 of the ACA).

b. What remedies are there if the grantee does not exploit the work?

If the grantee/licensee does not use the work at all or uses it so insufficiently that the author's important interests are harmed, then according to § 29 ACA, an author may terminate the contract prematurely, provided the author itself is not at fault.

However, according to § 30(1) ACA, for the use of other works (such as language/speech works, crafts, applied arts) created at the request of the grantee (mentioned under § 28(2) ACA), the right to termination under § 29 ACA will only apply if the grantee was specifically obliged to use the work.

The right to termination is in addition to cases following from general contract law.

The right to withdraw can also accrue in some cases, where the grantor enters insolvency proceedings (§ 32 ACA).

3 — Does your law impose a transparency obligation on grantees?

a. — What form does such an obligation take (accounting for exploitations, informing authors if the grantee has sub-licensed the work, etc)

According to § 37d ACA, the Grantees who exploit a work for remuneration must provide the author once per year with:

- Information about the type of exploitation
- Revenue generated from the work
- Outstanding claims or receivables

b. — What remedies are available if the grantee does not give effect to transparency requirements?

While § 37d ACA itself does not specify enforcement mechanisms, general remedies under Austrian civil law apply.

4 — Does your law give authors or performers the right unilaterally (without judicial intervention) to terminate their grants?

Yes, authors/performers can terminate unilaterally, if the grantee/licensee does not use the work at all or uses it so insufficiently that the author's important interests are harmed. In such case according to § 29 ACA, an author may terminate the contract prematurely, provided the author itself is not at fault (see above). However, if the author's contractor contradicts in time (within 14 days) the situation must be clarified in court.

However, as per § 30(1) ACA, for the use of other works created at the request of the grantee (mentioned under § 28(2) ACA), the right to termination under § 29 ACA will only apply if the grantee was specifically obliged to use the work.

The right to termination is in addition to general contract law.

a. Under what circumstances?

i. After the lapse of a particular number of years?

There is no stipulated time period after or before which an author (or a performer under § 68(4) ACA) can exercise the right to termination, as long as the conditions mentioned in the section above are met.

However, the author has to give a reasonable grace period to the grantor to use the work, before activating the termination.

ii. In response to the grantee's failure to fulfil certain obligations, under what conditions?

See above.

iii. As an exercise of the moral right of "repentance"? (Examples in practice?)

n/a

IV - STREAMING, TRANSFER OR RIGHTS, AND THE MANAGEMENT OF LARGE CATALOGUES [SESSION 5]

1 — Applicable statutory right

a. What specific statutory right applies to licensing the streaming of works and performances?

i. Is it the right of communication to the public modelled after Article 8 of the WCT for authors, and the right of making available modelled after Articles 10 and 14 of the WPPT for performers and phonogram producers?

ii. Another right or a combination of rights?

Generally, streaming typically includes acts of reproduction and – when addressing ~~a~~the public – acts of communication to the public.

Whether or not streaming is offered as an on-demand service is relevant for distinguishing the broadcasting right (§ 17 ACA) from the right of communication to the public (§ 18a ACA).

The broadcasting right according to Section 17 of the ACA is applicable to streaming of works when offered as simultaneous streaming, i.e. following a certain program tied to specific times determined in advance. There is an exception for simultaneous, complete and unchanged transmissions of programmes by the Austrian Broadcasting Corporation (ORF). Such simultaneous transmissions are ex lege part of the original broadcast. The compliance of this exception with EU law may be questioned.

It should be noted, however, that 'streaming' is not explicitly addressed or used as a term in the ACA.

b. For authors, does this right cover both musical and audiovisual works? For performers, does this right cover both performances fixed in phonograms and audiovisual fixations?

There is no such differentiation.

2 – Transfer of rights

a. Are there any regulations in your country's law that limit the scope of a transfer or license to the forms of use already known at the time of the transfer or license?

No. In contrast to this, § 24c (2) ACA provides written form as mandatory formal requirement for contracts by means of which authors grant using a work for a type of exploitation unknown at the time of conclusion of the contract. The Copyright Act explicitly addresses and permits contracts granting unknown exploitation. The author can only withdraw from the contract within three months after the other contracting party has announced the intended exercise of the new type of exploitation. There are exceptions to this right to revocation, such as the parties having agreed on a separate and adequate remuneration for the type of exploitation unknown hitherto.

b. If there are such regulations, when the statutory right referred to in section 1 was introduced into your law, was it considered a new form of use to which the limitation in subsection 2a. above applies?

n/a

c. Are there any cases in your country's law when the statutory right referred to in section 1 is presumed to have been transferred to the producer of a phonogram or audiovisual fixation?

n/a

3 — Remuneration

a. Are authors/performers entitled to remuneration for licensing the streaming of their works/performances?

According to § 37 (2) b ACA , authors generally are entitled to a fair and proportionate remuneration, whenever they authorise a party to make use of their exploitation rights laid down in §§ 14-18a ACA.

This in principle also applies to streaming. As far as authors are concerned, they enjoy the exclusive rights of making available as well as the exclusive right of broadcasting. However, performing artist do not enjoy an exclusive broadcasting right but rather a claim to an equitable remuneration only (Article 12 of the Rome Convention) in cases where their performances have been recorded for commercial purposes or made available and are for broadcasting purposes or any other communication to the public. The claim is vested in the producer, and must be managed by a (single) CMO. The performing artists have only a claim to a participation in the proceeds against the producer. The share is to be agreed upon between the parties; in the absence of an agreement the share is half each.

As a result, where streaming is provided on-demand in line with § 18a of the ACA, performing artists enjoy an exclusive right, but are entitled to remuneration.

§ 17 and 18a are also applicable to providers of large online platforms giving the public access to content uploaded by their users (§ 18c ACA).

b. Do authors and/or performers retain a residual right to remuneration for streaming even after licensing or transferring the statutory right referred to in section 1?

No.

4 — Collective management

a. In your country's law, is collective management prescribed or available for managing the right referred to in section 1? If so, what form of collective management is prescribed (e.g. mandatory or extended)?

Exploitation according to the broadcasting right in § 17 ACA may be bound to mandatory collective management, for the right to make a work directly accessible to the public as a signal distributor (not broadcaster) via Direct Injection (art. 8 SatCab II-Dir 789/2019) can only be asserted by collecting societies. The “normal” broadcasting right does not require mandatory collective management.

Neither § 18a ACA nor § 18c ACA require mandatory collective management.

According to § 23 Collecting Societies Act, collecting societies must, at the request of the rights holders, conclude representation agreements (Wahrnehmungsverträge) with them on reasonable and uniform terms for the management of the rights falling within their field of activity. Based on the publicly available terms and conditions, the collecting society AKM may serve as an example for offering collective management regarding the rights provided by § 17 and § 18 ACA.¹

b. If authors and/or performers retain a residual right to remuneration (ss 3 b.), is collective management prescribed for managing this residual right to remuneration? If so, what form of collective management is prescribed (e.g. mandatory or extended)?

N/A

5 — Transparency and the management of large catalogues

a. Does your law (or, in the absence of statutory regulations, industry-wide collective agreements) guarantee that authors and performers regularly receive information on the exploitation of their works and performances from those to whom they have licensed or transferred their rights? If yes, what is the guaranteed periodicity and content of such information?

According to § 28 Collecting Societies Act, collecting societies shall fulfil some information obligations towards rights holders prior to concluding the representation agreement. These information obligations include, but are not limited to, the obligation to inform the rights holder of his right to authorise the utilisation of his/her work for non-commercial purposes in line with the terms and conditions of the collecting society.

Apart from the yearly financial reporting, there are no specific intervals or other provisions on informing the rights holders. The obligation to financial reporting of § 41 Collecting Societies Act encompasses the following:

Collecting societies shall provide rights holders to whom they have allocated or distributed income from rights during the reporting period with accounts at least once a year. The accounts shall provide rights holders with sufficient information to verify the correct allocation and payment of the amounts due to them.

(2) The annual statements shall contain at least the following:

1. the contact details of the rights holder,
2. the revenues allocated to the rights holder and the amounts distributed to him, broken down by rights category and type of use,

¹ [WNV-AKM-2023.pdf](#)

3. the period of use covered by the statement, unless the collecting society does not have the necessary data for objective reasons, such as a lack of usage reports,
 4. the deductions from the revenues, broken down into deductions for administrative costs, deductions for the provision of social, cultural, or educational services, and deductions for other purposes, and
 5. the revenues allocated to the rights holder but not yet distributed.
- (3) Collecting societies whose members represent rights holders may fulfil their obligations under paragraph 1 through these members.

b. Are you aware of any case law where the complex chains of copyright titles, typical of large streaming catalogues, have made the management of works or performances non-transparent or otherwise challenging, such as, for example, the case of Eight Mile Style, LLC v. Spotify U.S. Inc. (<https://casetext.com/case/eight-mile-style-llc-v-spotify-us-inc-1>)?
No.