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With the vast majority of today's searches and researches, transactions and source of information being done on the internet, the risk of illegal issues increased dramatically. Issues like plagiarism and media copyright are the most common ones followed close by the identity theft fraud. Looking at those issues, it makes me think if we shouldn't change the way we do certain things in the internet, one of them being the way that most user agreements are made.

In the following paragraphs I'll explain a little more about this subject and also what is commonly called Terms of Use. Professor Blaine Robertson from Brigham Young University – Idaho, published guidelines that helps us understand a little better how it all works.

The Terms of Use Agreement is comprised of multiple parts, including but not limited to:

- Copyright Statement
- Privacy Policy
- Security Policy
- Acceptable Use Policy
- Legal Jurisdiction Statement

Each of the above topics will state the responsibilities and privileges of both, the user and the service provider/owner and if any of the parties "breaks the contract" and the issue ends up going to court, the written terms of the agreement will be consider in order for the Judge to make his final decision.

So, let's briefly go over those topics so we can understand what this is all about.

The Copyright Statement, in the web, is to assure the website owner that he has the right to all of his original content published in the site. This could be just plain textual information, a media file, software and etc. It gives the owner the right to determine how the product or service will be distributed to the users and how can the users make use of it. Here is an example as part of the yahoo.com terms of use section:

"Yahoo! Inc. ("Yahoo!") welcomes you. Yahoo! provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html> . In addition, when using particular Yahoo! owned or operated services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules (including but not limited to our [Spam Policy](#)) are hereby incorporated by reference into the TOS. Yahoo! may also offer other services that are governed by different Terms of Service. For instance, different terms apply to homesteaders on [Yahoo! GeoCities](#) or members of [AT&T Yahoo! Dial or AT&T Yahoo! High Speed.](#)"

The next topic is Privacy Policy. Let's use an e-mail provider website as an example. Usually when you want to use such a service, you have to provide some of your personal information when registering into the website. The information you

provide is necessary for various reasons and in the Privacy Policy section will be explained why they need it and how they are going to be using it in the future.

In the web, security is very important when you are offering your customer the opportunity to buy something from you. That's why you need to "comfort" your clients by telling them that you WILL secure their information and how you plan to do so. Telling them what kind of technology and make the use of technical terminology is also a good call, since most of the users that will read this know what they are looking at and understand those terms. This is called the Security Policy section of the Terms of Use.

The Acceptable Use section states what the users are permitted or not to do with the service or product that you provide. Even more elaborated, the website www.istockphoto.com has a whole page dedicate to this topic. This web site offers images as their product for you to buy and use them according to the terms and conditions to that specific photo. They also offer you different prices for different types of usage. All of this is stated in the Acceptable Use section of their website.

Here is an example of the Acceptable Use section in the IStockPhoto website:

Standard License Terms

We hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the Content for the Permitted Uses (as defined below). Unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Content, including, without limitation, all copyright

and other intellectual property rights relating to the Content, are retained by iStockphoto or the supplier of the Content, as the case may be.

And last but not least, the Legal Jurisdiction Statement section states that depending on the area that you live, the service may not be legal or even not be possible to be delivered. A good example of these situations is the website www.pandora.com. Pandora is an online radio station that automatically selects music for you according to the type of music related to the artist or song that you first selected. They provide service for the US territory ONLY, and by checking the IP address of the user, they can choose not to provide the service.

Works Cited

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