

The Cost of Convenience:

Web 2.0 User Licensing Agreements and Intellectual Property

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Introduction

Web 2.0 products allow us to share ideas and work on projects regardless of geographical location; but at what cost? While many such programs are free, users must accept a user licensing agreement (found in the terms of service [TOS] section). For example, users grant Facebook an 'irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license.' What rights are users trading away for the convenience of Web 2.0?

Methods

Our objective is to review the user licensing agreements of common wikis, blogs, and social networking sites as well as Google documents in regard to the rights retained and the rights relinquished by the user. We will do this by examining the user agreements for each of the following services: PB Wiki; Wetpaint wiki; WordPress blog; Blogger; LiveJournal; Facebook; Myspace; LinkedIn; Google Documents. Particular care will be taken to look for instances in which the user gives up rights or intellectual property in order to have access to the service. The results will be presented in both a narrative and table format.

Results

Technology	Reserves the right to use materials for promotional (or other) purposes	Reserves the right to change TOS at anytime without notice	Perpetual License (rights are retained even if the user leaves the site)	Reserves the right to terminate user accounts and remove materials without reason or warning
WordPress	No	Yes	No	Yes
Blogger	Yes	Yes	Yes	Yes
Google Docs	Yes	Yes	Yes	Yes
LinkedIn	Yes	Yes	Yes	Yes
PBWiki	Yes (unless set to private)	Yes	No	Yes
Wetpaint Wiki	Not specifically stated	Yes	Not specifically stated*	Yes
Facebook	Yes	Yes	No	Yes
MySpace	Yes (unless set to private)	Yes	No	Yes
LiveJournal	Yes	No	No	Yes

*According to Wetpaint, wiki creators are not allowed to delete their wikis. If a creator wants a wiki taken down, they have to ask Wetpaint to do so.

Non-exclusive: an agreement not to sue as long as the terms are met; owner able to grant licenses to others

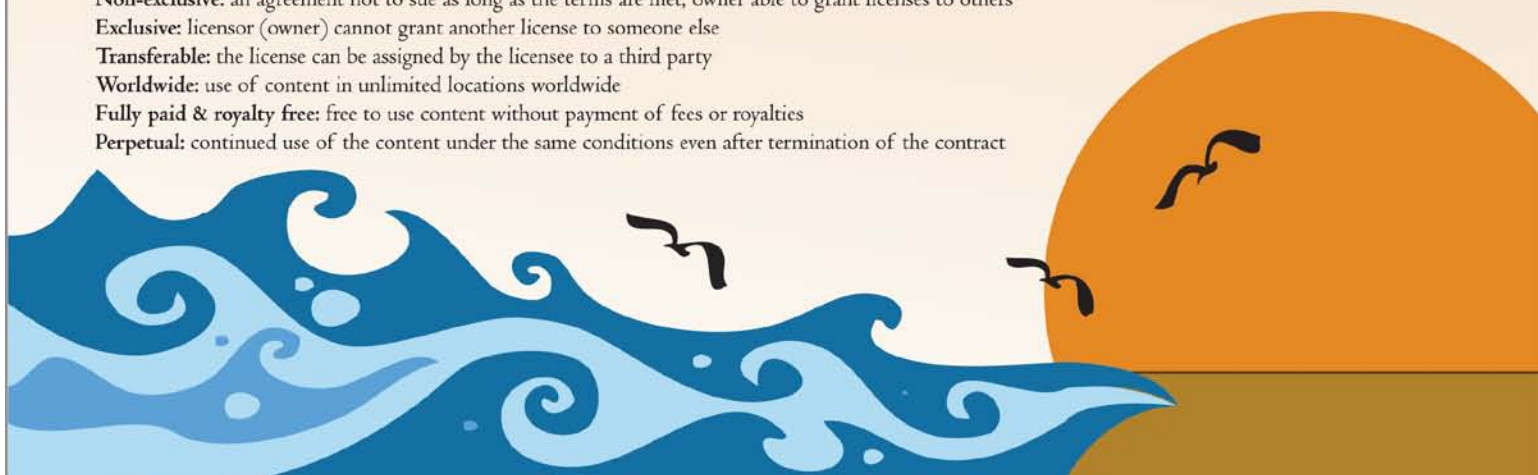
Exclusive: licensor (owner) cannot grant another license to someone else

Transferable: the license can be assigned by the licensee to a third party

Worldwide: use of content in unlimited locations worldwide

Fully paid & royalty free: free to use content without payment of fees or royalties

Perpetual: continued use of the content under the same conditions even after termination of the contract



Conclusion

The authors of this poster both use and appreciate the availability of web 2.0 (or social media) software and sites and will continue to use them in the future. The purpose of this poster is to make people aware of some of the language included in the "click through" agreements of these sites, given that these agreements are binding. While many services temper their requirement for license rights from the user, some such as LinkedIn do not. Keeping this in mind, you should:

1. Back up your data. It can be removed or blocked at any time for any or no reason.
2. Do not post data/info unless you are certain you want to share the rights to it. e.g. photos, compositions, artwork, text, videos, etc.
3. Check the Terms of Service on a regular basis for any site you use. Many of the mentioned sites recommend looking at the TOS every time you log in.
4. Be thoughtful about what you say online even on private sites, whether it's about yourself or someone else. You never know who might be looking at it.

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