

INFOKON – Tvůrčí dílna Sociální sítě

Podmínky užití sociálních sítí

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Obecně

- I v případě, že služby využíváme zdarma, Terms of Service zůstávají právně závazným dokumentem.
- Průzkum v r. 2007 (20 služeb)
- Všechny služby až na jednu poskytly ToS
- Styl licenčních dokumentů se liší od odrážkového seznamu podmínek až po dokument o 10+ stranách.
- Velcí provozovatelé \implies delší ToS (Google, Yahoo)
- Občas je nabídnuta **zkrácená verze** Tos
- Zřídka k dispozici v **národním jazyce**

Licencování uživatelských dat

- Web 2.0 apps are user-centric thus *nothing without user-provided data*
- The apps generally *disclaim* data ownership
- They need specific right to be able to process the data (present it, create thumbnails, . . .)
- Some apps claim further rights: non-private data for advertising or promotion
- License type sometimes left to end-user: selection from predefined licenses
- Often *Creative Commons* licenses are offered

Přehled (2007)

Service	Licensing for service provider	Licensing for other users
Ad. Share	Necessary only	
Amazon S3		All rights reserved
Backpack	Service promotion	
Blogger	Service promotion?	
Bubbl.us		
Calendhub	Data ownership	All rights reserved
Clipmarks	Complete rights	
Diigo	Use in their services	All rights reserved
DivShare		All rights reserved
Flickr		7 possibilities (CC*)
Gmail/Talk	Necessary only	
G. Base	Use in their services	
G. Calendar	Necessary only	
G. Docs	Necessary only	All rights reserved
G. Groups	Use in their services, promotion	
MediaMax		
MySpace	Use in their services	All rights reserved
Picasa	Use in their services, promotion	
Remember The Milk	Necessary only	
SlideShare	Usage for their business	7 possibilities (CC*)
Widjet	Usage in their services	14 possibilities (CC*)

Soukromí dat koncových uživatelů

- apps treat personal and “private” data as confidential
- reveal them only under serious conditions

Autentizace a autorizace

- rarely an inter-application AAI is used today except of
- **OpenID** enabling to authenticate at one place (identity provider) and register elsewhere (end-app)

Access Mode

- 1 **private** access (only owners can access the data)
- 2 **public** access (everybody on the Internet can see or even modify the data)
- 3 various kinds of **sharing** (explicitly invited people, implicitly “friends”, group members)

Content Limitations

- Some restrict content not to violate copyrights nor contain vulgarity, nudity, racism. . .
- Other impose other limitations due to application intention: Flickr to personally taken photos
- “Nonsenses”: Google Base which allowed textual data to be in English and German (2007)

Incorporating Functionality by 3rd Party

Motto: *Mashups are welcome but not everything is allowed.*

(1) User accounts:

- not to be created in **automated** ways
- **by humans only**
- **forbid account sharing** among multiple people

Incorporating Functionality by 3rd Party

(2) Data:

- any (automated) **harvesting generally prohibited!**
- How many scientific studies have emerged from such a process?

Incorporating Functionality by 3rd Party

(3) Software copyright:

- not allowed to **copy, reproduce, alter, modify, reverse engineer** nor
- create **derivative works**.
- Are mashups derivatives or just dependent applications?
- The only service allowing incorporating GUI is *Zoho*.

Porušení identity

- **Fake profile** imitating a real person on Facebook or MySpace
- E.g. Alessandro Del Piero case: defamed as a Nazi-fan

Případy kolem ochrany soukromí

- Attempts to regulate **file-sharing** services: they compromised FBI files, medical records, and SSNs
- Social networking apps:
 - The providers allow to create mashups getting full access to user profiles.
 - Irresponsible user behavior is often the cause: undesired authorizing 3rd party apps/mashups.
 - However, in some services the users cannot even completely prevent this!

Příklad Hi5

Section 6. of hi5 ToS

By posting Content to any area of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to hi5 an irrevocable, perpetual, non-exclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform (including by means of a digital audio transmission), and otherwise use Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sub-licenses of the foregoing.

Spamming v sociálních sítích

- as popular as traditional mail spam
- lower chances to protect yourself
- serious legal cases with high sentences (Adam Guerbuez vs. Facebook \$ 800 M)

Sociální sítě ve vyšetřování

SN systems frequently used in criminal investigations:

- as an evidence of someone activity such as internet use
- Private pictures seem to be a good matter! (see Presley case)