You know that page with a check box you haphazardly agree to on the way to signing up for various online services? The one with the hundreds (or thousands) of words of legal mumbo jumbo? Yeah, we do the same thing -- it's okay. It's because those pages, the Terms of Service, are boring, lengthy, and probably meaningless. Right? Right?!

Not necessarily. And a new study from Georgia Tech of the "top 30 social and fan creation sites" (from Facebook to Daily Motion) backs that up. Well, first things first: yes, Terms of Service agreements really are difficult to read. Of the 30 sites surveyed, an average reading level of college sophomore was required for comprehension of the TOS. To put it another way, around 60 percent of working age adults in the US (25 - 64) don't understand what they're agreeing to.
"It is likely that users may not know what rights they are granting," the study says.

So, back to the question at hand: are these documents meaningless? Like so many answers in the realm of law, the answer really depends on how that law applies to you. What freedoms do you value in the content you create and/or host online?

Georgia Tech examined the freedoms we're giving up when agreeing to these documents. Most of that involves giving away whatever content is added to the service (so-called "royalty-free use"), but also includes duplicating said content elsewhere ("non-exclusive use"). In plain terms, of course, those translate to "you won't get paid for the content you add here" and "you can also publish what you put here anywhere else you want" (respectively). A small fraction of the sites studied even granted the site advertising rights on user content.

Study co-author Casey Fiesler says that clear metrics don't exist to say which of the studied sites have the most/least restrictive TOS agreements, but he points to LinkedIn as an especially extreme example. "Among the more well-known sites that we analyzed, LinkedIn takes the most rights in your work -- including the right to commercialize, and the license is irrevocable," she says.

A handful of more specific stats are in the chart below. To find out whether or not your favorite site's TOS are agreeable, the latest version should be readily available from the home page. And remember: the best defense against restrictive TOS agreements is taking the time to read and understand the document.
It's not just you: Terms of Service agreements really are confusing, study finds

http://www.engadget.com/2014/04/17/terms-of-service-study-georgia-tech/
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Another trick is to get a minor without the consent of an adult to click “I accept”.

My trick is to click I do not accept, then submit my new terms and click I accept “as per my terms”... I’ve never had any one write back that they didn’t agree with my amendments to the terms.

Before you accept anything you have a right to make changes to the terms of what you’re accepting. I like to finish off with a nice little disclaimer that “silence is consent”...

Thanks to NSA I dont think we need respect ToS as they are typically already violated before I can click I agree...

In other news, trees are made of wood.

Most of those "Translations" are Tin-foil-hatter / Chicken Little interpretations.

Rational translations are that they NEED to be able to manipulate their own site and it's content for maintenance reasons.

TOS note about saving your data? It's because they have to make backups in case their site crashes and needs to be restored.

TOS say they own and can manipulate your posts? It's because if you said YOU owned it, they would be legally obligated to allow you to access all copies of it everywhere (security issue), and there would be other further reaching repercussions (someone claiming "stolen" property).

Or perhaps it's just because they want to display your post in a new font, so have to manipulate it in that manner.
Perhaps a malicious user is using their posts to break a law. The site needs to be able to censor/delete/manipulate it to comply with jurisdictional laws.

EVERY CHARACTER is bits stored on THEIR HARDWARE, so it would make sense that bulletin boards are not user-property. (If you sent someone a letter, the space in their mailbox or countertop that holds that envelope would never be YOUR property...)

TOS says they may share your data? If it's a site like Facebook that does authentication on other sites, then OF COURSE they need to share your data. If it's like Dropbox, of course they need to make copies and share your data. This sharing is necessary for the service to even function at all.

Like the "post manipulation" example in the graphic.

Can you imagine the impossibility of updating a site if EVERY LITTLE CHANGE required the site to contact EACH and EVERY USER for their consent?

So many people freak out over non-issues instead of thinking about how the service actually works in reality.

And the wording of these items is usually intentionally confusing, but not to CONFUSE, but to be wordy and PRECISE. That way fraudsters or even good-intentioned chicken-littles don’t destroy the company in courts due to a legally ambiguous TOS statement.
It's not just you: Terms of Service agreements really are confusing, study finds

http://www.engadget.com/2014/04/17/terms-of-service-study-georgia-tech/

Apr 20, 2014

brahdsn

Fun fact: did you know that in legal terms, a computer is often (roughly, I'm not a lawyer) defined as "anything that can do x, y, and any other function."

So basically a computer is something that can do one or more anythings.

The things lawyers come up with, no wonder they make the big bucks.

Apr 17, 2014

djikiran

Why can’t someone make an algorithm to condense the essay of the TOS into a concise summary of what it is trying to convey?

Apr 20, 2014

brahdhn

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Apr 17, 2014

all_things_considered

Because, as they say, the devil is in the details for TOS agreements, and it’s those very details which companies subsequently rely upon to fight customer/user claims. See generally AT&T Mobility v. Concepcion.

Apr 17, 2014

twitfordid

It isn’t always the problem of the website’s TOS... It is the US legal system and the specific language that the common law requires. If the website doesn’t have a license to reproduce (use) the content that you upload, then none of your Facebook friends would be able to see the message that you wrote or the picture that you just uploaded since these are considered reproductions. It does sound very foreign to me (I was born in Bulgaria) but this is the way it happens in the US...

Apr 17, 2014

2_Replies

@twitfordid EXACTLY.

Just as laws are NEVER about preventing crime, but are ALL ABOUT defining who is to blame.
Gorkpie

Oh man, you should check out Adobe's user agreement. I signed in and out popped an updated agreement that I was supposed to read. I copied and pasted it into a document and it turned out to be 20 pages long. WTF?

m5harris

I'm confused at how they are listing "nonexclusive use" up there with all the bad things. Isn't that one good? If it was exclusive that would mean I could get in trouble for posting the same picture to Facebook and Google+. Or am I misunderstanding and they're talking about Facebook being able to reuse my stuff somewhere else? But isn't that what the royalty-free part covers?

Apparently the article wins at proving how confused I am by TOS agreements.

all_things_considered

@m5harris I believe you have the intended parties switched around:

the 'Nonexclusive Use' column refers to your agreement that any content you upload is not exclusive to that particular use, and the *company/site* may thereafter reproduce/re-use that content inside or outside the confines of the website (e.g. 'if you upload your picture on our site, you agree we can use it in an advertisement later on, without any further permission.')

Royalty-free, on the other hand, refers to the company/site's ability to use the content you upload for perpetuity, without paying *you* any royalties for that use (e.g. 'that picture you uploaded and we subsequently used for advertising - you get nothing for it. kthxbai.')

erictrinh276

We agreed with them and few weeks later, they changed the terms without even asking them. If you don't agree, there is no way to negotiate with the service provider for a new term. The only thing to do is to not use that service. I don't see any useful things about those terms.

netvisionz
I think the fact that you are forced to agree to TOS that compromise your rights and freedoms just to use a service should be illegal. A prime example was when Sony decided to remove the alternate OS feature from the PS3 even though it was something you paid for the right to have. And of course the system was pretty much useless even for offline games if you didn’t agree.

**all_things_considered**  
@netvisionz  Without delving into the Sony PS3 situation specifically, consumers do not have 'rights and freedoms' when using a commercial service unless those rights and freedoms are specifically granted to them by...you guessed it...the TOS. It’s a frustrating situation for individuals, no doubt, but the argument remains: if you don’t like the TOS, don’t use the service/make a better one.

**ILL_TROOPER**  
God, this is chilling. Hate to think about what I’ve basically agreed to not own since I hit "upload."

I will say, however, that if any one of those companies truly tried to implement what they *could*, and I mean do the nasty stuff that they really, really could - like use your photos or fan-fiction story for profit without asking you first - they would be figuratively stoned by the internet and shamed in the public discourse over it.

At least for a few days, anyway.

**CrunchyRabbit**  
AOL Terms of Service that Engadget references: 4282 words

**martylk2**  
Looks like there needs to be government regulation in this area of rules. Like a stream of water and electricity takes the path of least resistance, so also people will never, ever police themselves to do what is right. "Mommy and daddy" has to do it for them. They have to be forced to what they already should do.
Allow people to have power and they *will* abuse it. These things in life are certain:

Death
Taxes
Abuse of power

ILL_TROOPER
@martylk2  Well, I would say "people will never, ever police themselves to do what is right... when it's made so difficult to do so."

And I agree there should be government regulation here to curb abuse of power from the companies trying to do so.

all_things_considered
@ILL_TROOPER @martylk2  There's plenty of government regulation to curb abuse of power. The problem, as I see it, is the legal standard for unconscionable contracts, which I think the Georgia Tech study highlights very well. A company or website including non-exclusivity, royalty-free, and mandatory arbitration clauses in their TOS agreements is not an abuse of power - it's complete legal (in the U.S.) The problem is that the average person, as Georgia Tech points out, doesn't *understand* what those terms mean. Unfortunately, the law (for reasons you can guess) has basically taken the stance of: if you can't understand it, hire a lawyer who can. This is, of course, a ridiculous logic when the terms at issue are a size 6 font on your computer screen while you sign up for Facebook. No one's going to hire an attorney to read through that mess and explain it to them. This is why, if the government has any role to play, it should mandate the simplification of user/consumer terms in TOS agreements - break things down so that the layman *can* understand it, and don't hide the ball - if people are giving up their right of exclusive use when they upload a picture, state it clearly and in simple terms - not legalese. The reason this has never happened, as you might imagine, is because lawyers draft all these rules, and if all the rules and TOS agreements in the world were simplified and made understandable, what would the lawyers have to do?
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JamilleBrowne
So we should disconnect every account except G+

danthman20001
Not long ago, there was a TOS that forfeited your soul to the company, which wasn’t discovered for some time.

Weapon
@danthman20001 Isn’t that like every ToS?

EricaMcCowan
Since all TOS say they can change everything/anything whenever they want without permission and barely any warning, in essence all TOS have the power to take your soul.

theoilman
the bigger problem is the length of these things- as the meme goes, ain’t nobody got time for that. there needs to be some kind of legal guidance for ToS summaries.

Weapon
@theoilman Exactly that, I have no problem reading and understanding ToS. But the length of them is HORRIBLE. On top of that a lot of things are repetitive. It would be nice if someone came up with standard codes that shrink a lot of the terms of service.

Kind of like creative commons did with their licenses.
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@theoilman  True.

Maybe a legal website that tracks Terms of Service agreements like Yelp does for other services. Hell, Yelp could even add it. A law team could bullet-point out in a quick summary what risks there are involved in agreeing to the ToS, you could search for it on your device, and within seconds you could get a quick read on what you're agreeing to the next time you join a photo-sharing service or whatever.

It would be good to have an independent consumer watchdog for these things.

Teh

So G+ has fewer permissions granted according to this article which I find interesting.

ILL_TROOPER

@Teh  But... Google owns YouTube, which has a fairly heavy hand in what it can do with what you put up there.

AreYouAnIdiot?

To the average person, even if they understood the terms of service they would still agree to them so they can use the service.

timothym96

I remember my grandmother wanted to print the Terms of Service to read because she thought it was so important. God bless her.

I've probably signed my life away about 1000 times.