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Cybercrimes and Digital Evidence

Anthony Rose Guest Lecture
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Rose Guest Lecture Reaction

Last class we had the pleasure of hearing from guest speaker, Anthony Rose, attorney over the topics of private enforcement of IP and other rights of the internet. Mr. Rose covered a lot of areas over the subject, many of which were unfamiliar to me in the sense that I was interested to learn. Some of the areas he covered were internet users’ sense of anonymity, contracts for internet services, and liability issues in regards to third party users, to name a few.

The first the topics that captured my attention was when Mr. Rose discusses internet users’ sense of anonymity when perusing the internet. Many of the common websites we use today, and even the less common ones, have the ability to create profiles which “protect” their
identity from other users viewing the website. While it is true that a user’s identity may be protected from other similar users, they are not 100% guaranteed anonymity. Every internet user has a unique IP (Internet Protocol) address which can be found and used to identify a specific user. Therefore, no one on the internet has total security from having their true identity be found. Through IP addresses, many digital criminals are discovered and from there, their internet usage can be tracked. Furthermore, users’ actions can be traced due to contracts they enter either knowingly, semi-knowingly, and sometimes even not at all.

Now-a-days every company, business, and service uses forms of contracts in order to protect their company as well as give them access to many of the things we do on the internet. As Mr. Rose discussed, Google has the ability to track through their users’ daily actions and photos in order to aim certain types of advertisements toward them. This is one of those things I vaguely knew of, but did not fully understand the logistics of how that could be allowed/legal. Upon further discussion, it is the use of digital contracts that we as users enter into just to be able to use an internet service. The most common example people know of is selecting “I agree to the terms and conditions” which no one every fully reads. However, this is only one type of contract we see on the internet. This specific one gives us, the user, the option to agree or disagree. Yet other websites do not give us the convenience of knowingly entering a contract.

There are many websites that have contracts called browse-wraps which are forms of contracts that do not clearly display their terms and conditions to the users viewing the website. I, as a frequent internet user, find these types of digital contracts to be very deceptive and untrustworthy on the part of the service provider. I can be using a website such as Ebay and be entirely unaware of what their terms and conditions are; how will this affect me as user when I have an issue with an online purchase? However, from my knowledge in my L201 business law
class, I know that these browse-wrap contracts are often very vague in language and have been challenged and lost in documented court cases. Despite the fact that these terms can be challenged, I gain no comfort from using websites that utilize these forms of contracts.

Lastly, one of Mr. Rose’s discussion topics that peaked my interest was a web service provider’s level of liability when it comes to third party users and content. Any smart business/service will have precautions in place to protect against any flak from third party content. An example of a third party would be anyone with a Youtube profile. Youtube is a great example of how internet users have some level of anonymity while having the ability to say virtually anything they desire. While there are features that give users ability to report offensive content, what a third party says/does is solely on them and not the website. This is where we as users see examples of abuse of our ability to say whatever we want. Common examples we hear about are cyber bullying between users. A website has little to no liability in regards to a user’s actions unless specifically detailed in terms and services. I have no problem with a website’s lack of liability towards what they cannot control. In my personal opinion, the only responsibility a web service should have over their third party users is essentially crowd control and being reactive to issues that need to be dealt with, hence the ability to report offensive content.

Overall, I found Mr. Rose’s presentation to be very informative and gripping. He clearly understands the ins and outs of the rights of the internet on both a user’s end as well as a service provider.