

# SAO Social Network

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## Do You Really Want To Use Social Networking Sites?

Posted by [Ariel S. Rogson](#) on April 18, 2008 at 4:40pm in [Legal](#)  
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By Ariel S. Rogson, Marger Johnson & McCollom, P.C.

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Let me start by saying that I am not trying to scare anyone off from using the SAO social networking site. Social networking sites such as the SAO definitely have value, and I do not mean to discourage anyone from using. (But there is something to be said for actually meeting people face-to-face, instead of virtually over a computer network.)

Having said that, however, have you ever actually read the Terms of Service of the social and working site? My guess is, probably not. Terms of Service agreements are generally drafted by lawyers, and they read like it. Even I find them tedious to read sometimes.

Let's take a look at the [Terms of Service](#) for the [SAO social networking site](#), which is operated by [Ning](#). (Because Ning, not the SAO, establishes the terms of service for social networking sites it operates, I will refer to the Terms of Service agreement that applies to the SAO social networking site as the Ning Terms of Service.) I chose the Ning Terms of Service agreement because this is, after all, the SAO social networking site.

### It's Your Speech, Isn't It?

You would think that anything you say on a social networking site is your "content": you have complete control over it. For the **most** part, this is correct. The Ning Terms of Service states that "Ning does not claim any ownership rights in the Content or the Code you provide".

But just because Ning doesn't claim "ownership rights" in your content does not mean that you own it outright without any limitations. For example, the Ning Terms of Service also state that "by uploading Content to a Network in which the Content is designated as Public Content, you grant to Ning and all other Users a nonexclusive license to reproduce, create derivative works of, distribute, publicly perform, and publicly display such Content on the condition that the Content is attributed in a manner specified by its author, if at all". Translated from legalese, this says that by posting your Content, Ning and other Users can do various things with your Content, provided that they attribute your Content to you.

So much for your Content staying "yours". Makes you think twice about commenting on this article, doesn't it?

For comparison, consider the [MySpace.com Terms of Service](#). The MySpace.com Terms of Service also defines "Content", in a way that is similar to the Ning Terms of Service. The MySpace.com Terms of Service state that "MySpace does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you post on or through the MySpace Services. . . By displaying or publishing ("posting") any Content on or through the MySpace Services, you hereby grant to MySpace a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content. . ." So, the MySpace.com Terms of Service aren't really any better than the Ning Terms of Service, although there are some slight differences. The MySpace.com Terms of Service does limit MySpace.com to republishing your Content to their website; but it doesn't require them to attribute the Content to you.

### What About My Code?

Things get even murkier when you consider the potential use of the SAO social networking site to distribute code. MySpace.com is a generic social networking site: its Terms of Service are designed around that focus. Ning, on the other hand, is in the business of helping people establish and run social networking sites. Ning recognizes that software is an integral part of running a social networking site. So the Ning Terms of Service discussed Code as well.

According to the Ning Terms of Service, "[w]e allow Code to be posted and used in Social Networks under a 'Ning Code License' (which means the Ning Public Code License or the Ning Private Code License, as applicable) or under the GNU Lesser General Public License (LGPL, but not the GPL), as described below. When you post Code to Ning, you may designate such Code, in the Code comments, as governed by the Ning Code License or the LGPL". The Ning Terms of Service go on to state that "[u]less the Code you post is third party Code and is governed by the LGPL (based on, for example, comments in the Code), the applicable Ning Code License will apply to the Code you post on Ning".

In other words, if you post Code on the SAO social networking site, either the Ning Code License or the LGPL have to apply to it, whether you want them to or not!

Now for some good news: the Ning Terms of Service limits the meaning of the term "Code": "Code is the source code (e.g., HTML or PHP code) used to provide the functionality behind Social Networks on the Ning Platform". In other words, the Ning Terms of Service defined Code to mean source code used in implementing the SAO social networking site. So, for example, if you were to post a segment of C source code that was part of your latest accounting software package, you should be okay: this code should be outside the definition of the term Code.

Of course, if you are in the business of implementing software that can be used to run a social networking site, you are really in a gray area regarding whether posting such code would automatically apply the terms of the Ning Terms of Service. And if the code is in use or can be used on the SAO social networking site, it gets even murkier.

And don't forget: a court might be persuaded that your code is Code simply by virtue of being software, despite the definition of Code in the Ning Terms of Service. You never know how these things will be interpreted until they get before a judge. Possibly the worst consequence: even if your code isn't Code, it's still Content, subject to the same conditions as any other Content.

### What about Private Content?

You might ask, doesn't the Ning Terms of Service mention "Private Content"? Yes, it does. But according to the Ning Terms of Service, the network needs to be created as a private network for Content to be considered Private Content. If the network is not a private network, then the Private Contents term does not apply.

So, unless there is reason to believe otherwise, the SAO social networking site should be considered a public site, and any Content posted on it Public Content.

Thoughts, anyone?

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