

Re: spy/adware

Source:

<http://www.tech-archive.net/Archive/WinXP/microsoft.public.windowsxp.basics/2004-12/2636.html>

From: Bruce Chambers (bruce_a_chambers_at_h0tmail.com)

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Bill wrote:

>
>
> *Unless you've installed the newest version of AOL Instant Messenger, aka*
> *AIM.*
>
> *Imagine my surprise, when after downloading it because of it's webcam*
> *functionality, I found that it had also installed something called*
> *"Viewpoint Media Player"?*
>
> *WTF?*
>
> *I read the AIM TOS, the FAQ, and the Privacy Statement. Nowhere do any of*
> *them mention the fact that you'll also be installing VMP, and there was no*
> *option to "opt-out" of installing it while the AIM software was setting up.*
> *I thought I must have missed it the first time, so I went back to all three*
> *of those pages and used the "find on this page" function of IE and typed in*
> *the word, viewpoint. Nothing.*
>

As I said in my original post, there are some unscrupulous people/businesses out there. However, AOL is well known to always require the installation of their own proprietary software to use any of their "services," so an informed computer user shouldn't be too surprised by this. Be that as it may, even simple good manners should require advance warning.

>
> *My questions are How do they (AOL) get away with that sort of thing?*
> *And what did I "agree" to, that allowed them to do so?*
>

The AIM TOS gives them this permission, actually (emphasis mine):

"Additional Terms and Conditions for other Services or Products
You agree and understand that certain AIM Products, features and other

premium services offered by or through AIM (including services from AOL) may be subject to *additional* terms and conditions or registration requirements. You agree to abide by these additional terms and you further agree that a violation of those terms while you are accessing those products with your AIM Screen Name or through an AIM Product shall constitute a breach of these Terms of Service."

"Changes to the Service

AOL has the right at any time to *change*, *modify*, *add* to or discontinue or retire any aspect or feature of the AIM Products including, but not limited to, the *software*, community areas, Content, hours of availability, equipment needed for access or use, the maximum disk space that will be allotted on AOL servers on your behalf either cumulatively or for any particular service or the availability of AIM Products on any particular device or communications service. AOL has *no* obligation to provide you with notice of any such changes. "

Also, remember that AOL's entire business model relies primarily upon its customers' almost total lack of technical knowledge. (AOL hasn't been called "the Internet on training wheels" for nothing.) AOL would not have expected its average customers to read or understand the TOS or a EULA, or, for that matter, to even notice that something else has been installed.

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Bruce Chambers

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<http://www.catb.org/~esr/faqs/smart-questions.html>

You can have peace. Or you can have freedom. Don't ever count on having both at once. - RAH