

Re: Valid Product Keys for Windows XP SP2 Professional Volume License Edition

Source:

<http://www.tech-archive.net/Archive/WinXP/microsoft.public.windowsxp.general/2006-11/msg03431.html>

- *From:* "Gregg Hill" <bogus@xxxxxxxxxxxxx>
 - *Date:* Fri, 10 Nov 2006 18:53:38 -0800
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Apparently you missed the point about not taking something from someone without permission or compensation. As I said before, it does not have to be illegal to be wrong.

And, yes, I have returned software products before.

Gregg

"arachnid" <none@xxxxxxxxxxxxxxxxxxxxx> wrote in message
<news:pan.2006.11.10.19.20.21.16456@xxxxxxxxxxxxxxxxxxxxx>

On Fri, 10 Nov 2006 09:57:11 -0800, Gregg Hill wrote:

Let's look at your statement, "If I buy it, I think I should be able to install it...." You do not seem to understand that what ****you think**** is not the issue here. The issue is that the manufacturer has a license to which you must agree if you are going to use the product. The manufacturer has the right to set the conditions of that license, since they created the product.

Actually there's some question on that. Not only do European countries set limits on the enforceability of various shrink-wrap provisions, but even in the US there's some disagreement among the courts.

See for example:

http://en.wikipedia.org/wiki/First_Sale_Doctrine

"The first-sale doctrine as it relates to computer software is an area of legal confusion. Software publishers claim the first-sale doctrine does not apply because software is licensed, not sold, under the terms of an End User License Agreement (EULA). The courts have issued contrary decisions regarding the first-sale rights of consumers. Bauer

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& Cie. v. O'Donnell and Bobbs–Merrill Co. v. Straus are two US Supreme Court cases that deal with copyright holders trying to enforce terms beyond the scope of copyright and patent, but calling it a license. Many state courts have also ruled that a sale of software is indeed a sale of goods under the Uniform Commercial Code (UCC) at the point where funds are exchanged for the physical copy of the software. The licensed and not sold argument is held mostly in the 8th and 7th Circuits while other circuits tend to support the opposite, thus leading to conflicting court opinions such as seen in the 3rd Circuit Step–Saver Data Systems, Inc. v. Wyse Technology and fifth circuit Vault Corp. v. Quaid Software as opposed to the 8th Circuit Blizzard v. BNETD (Davidson & Associates v. Internet Gateway Inc (2004)), which have not been resolved by the Supreme Court."

That's not to say that piracy is legal in the US. US Copyright Law prevents copying for the use of others, *unless* the license permits it. If the EULA invalid then that just means you lose the right to make copies for others. However, depending on the court, arbitrary conditions and restrictions might not be legally binding.

If you do not agree with those conditions, do not use the product.

By putting their product on the market, the seller has agreed to be bound by the laws and regulations governing sales of goods and services. If those laws and regulations say that parts of the seller's shrink–wrap license isn't valid, then buyers are under no legal or moral obligation to respect those parts.

Perhaps the store from which you bought it will hassle you, but the manufacturer will accept return of your product in most cases if you explain that you read the EULA and disagree with it.

Yeah, right. Have you ever tried taking a software package back to a retail store after opening it to read the EULA, or tried to get a refund out of the software vendor for a package purchased at a retail store?