

SOCIAL CONTRACT 2.0: TERMS OF SERVICE AGREEMENTS AND POLITICAL THEORY

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Terms of service, privacy policies, license agreements, and other legal documents are the governing instruments of digital life. They are its Magna Carta, its Constitution, and its Universal Declaration of Human Rights (Downs, 2009, p. 22).

This essay advances the thesis that the most influential and important political documents of the twenty-first century are not necessarily the constitutions and charters written for new or reconfigured nation states, but the often-overlooked terms of service agreements that users must sign (or, more precisely, click "agree") in order to participate in social networks like Facebook, Second Life, Google+, Bebo, etc. These agreements, which constitute the principle governing documents of online social worlds (Grimes et al., 2008), constitute a kind of postmodern, post-nation state social contract. As such, they articulate, structure, and regulate not only the kind of social interactions and political opportunities that are available within these global networks but determine what forms of social activity and affiliation are considered to be appropriate, acceptable, and even possible.

The examination, which takes a critical approach to this subject, will be divided into three parts. The first situates these agreements within the history and lineage of modern political thought in general and social contract theory in particular. The second pursues a critical reading of the Terms governing Facebook, a social network with a population of active users that now exceeds Brazil making it the fifth most populous polity on the planet. The final section extrapolates the broader social and political consequences of these agreements, arguing that informed users not only need to read these documents carefully but also need to recognize the way these seemingly unimportant texts define and delimit the very conditions of (im)possibility for social involvement and interaction in the 21st century. Although the subject addressed by the essay is contemporary and a product of the late 20th and early 21st centuries, the method of its presentation is rather anachronistic and deliberately dissimulates the rhetoric and tone of an 18th century treatise. And this has been done, I can tell you dear reader, not out of affectation, but because the subject matter will have required nothing less.

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1) Of the Social Contract – In which the concept of an original compact are explained with reference to recent advances in social media

The term "social contract" refers to a theoretical device of political philosophy. Although the concept it names has arguably been in circulation, in one form or another, since the time of Plato's *Crito*, "the social contract" is a distinctly modern European innovation and a product of that period of time called "the Enlightenment." According to Jean-Jacques Rousseau's *Du contrat social ou Principes du droit politique*, first published in 1762, the social contract explains the origin and legitimacy of governance: "To find a form of association which shall defend and protect with the public force the person and property of each associate and by means of which each uniting with all shall obey however only himself and remain as free as before. Such is the fundamental problem of which the Social Contract gives the solution" (Rousseau, 1893, p.20). In addition to Rousseau, the two thinkers commonly associated with this concept are the Englishmen Thomas Hobbes and John Locke, who represent what are now considered to be the two opposing versions of classic social contract theory. For this reason, "social contract" names not one homogeneous theoretical position but a "variety of traditions" (Boucher and Kelly, 1994, p. 2) or variations on a theme. Despite the fact that each version or iteration has its own distinct qualities and aspects, there are three consistent and common elements.

First, social contract theory posits an original, pre-social condition that is initially called by Thomas Hobbes (2008) "the natural condition of mankind" (p. 84) but commonly referred to as "the state of nature" (Locke, 1821, p.189; Rousseau, 1893, p.19). This "original position," as John Rawls (2003, p. 102) calls it, was not, as many commentators have pointed out (Priest, 1990, p. 112; Williams, 2005, p. 28; Zagorin, 2009, p. 45), understood to be an actual point in time situated at the dawn of human history. It was, in other words, not offered or intended to be taken as an anthropological fact but was a hypothetical premise derived by abstraction from the social reality in which human beings always and already find themselves. The concept of the "state of nature," as Rousseau (2004) pointed out, "must not be considered as historical truths, but only as mere conditional and hypothetical reasonings, rather calculated to explain the nature of things, than to ascertain their actual origin" (p. 16). For this reason, the "state of nature" is what Slavoj Žižek (2008) calls "(presup)posed" (p. 209); it is the supposed initial condition that comes to be posited as the origin of that from which it has been subsequently derived. This means, then, that the state of nature is a "virtual reality"—something that is, as Michael Heim (1993) characterizes it, "real in effect but not in fact" (p. 109).

In terms of the Internet in general and social networking in particular, this virtual state of nature was actualized and made operational in first generation social networks like LambdaMOO. (In fact, it could be argued that the "state of nature," as a virtual reality, could only have been actualized and modeled in a virtual environment.) LambdaMOO was (and still is) an Internet accessible, text-based virtual community founded in 1990 by Pavel Curtis of Xerox PARC. It is one of those first-generation, online social applications that employed text-based descriptions and keyboard

commands along with a synchronous chat communications channel to create the experience of a common virtual world where users could interact with each other and the computer-generated environment. "To be more precise about it," the journalist Julian Dibbell (1993) wrote, "LambdaMOO was a MUD [Multiple User Dungeon]. Or to be yet more precise, it was a subspecies of MUD known as a MOO, which is short for 'MUD, Object-Oriented.' All of which means that it was a kind of database especially designed to give users the vivid impression of moving through a physical space that in reality exists only as words filed away on a hard drive" (p. 14). In terms of governance, LambdaMOO was initially an autocracy or more precisely what Eric Roberts (2005) calls a "Wizardocracy." That is, the social world of LambdaMOO was originally organized, overseen, and policed by a group of self-appointed managers, or what Curtis called Wizards. This curious terminology is a consequence of the historical lineage of the MUD, which was initially developed as computerized emulations of the table-top role playing games that were popular in Europe and North America in the 1970's, especially Dungeons and Dragons. Although LambdaMOO began, like many MUDs and MOOs before and after it, with an authoritarian regime, a deliberate decision was made to turn over governance of this social world to its occupants and users. As Dibbell (1993) explained: "the wizards of LambdaMOO, after years of adjudicating all manner of interplayer disputes with little to show for it but their own weariness and the smoldering resentment of the general populace, had decided they'd had enough of the social sphere. And so...the archwizard Haakon (known in RL as Pavel Curtis, Xerox researcher and LambdaMOO's principal architect) formalized this decision in a document called 'LambdaMOO Takes a New Direction' [LTAND] which he placed in the living room for all to see. In it, Haakon announced that the wizards from that day forth were pure technicians. From then on, they would make no decisions affecting the social life of the MOO, but only implement whatever decisions the community as a whole directed them to" (p. 19). In terms of social contract theory, the ruling elite decided to extract themselves from the social order and plunge LambdaMOO into a virtual state of nature. Or as Curtis (1992) described it in the LTAND document: "So, as the last social decision we make for you, and whether or not you independent adults wish it, the wizards are pulling out of the discipline/manners/ arbitration business; we're handing the burden and freedom of that role to the society at large" (p. 1).

Second, the theory proposes that social order arises from this state of nature as an agreement or contract between individuals. The underlying reason and motivation for this development, however, varies among the different advocates of contractarianism. For Hobbes, who presumed that the state of nature could not have been otherwise than a perpetual "condition of war of every one against every one" (Hobbes, 2008, p. 89), the original agreement was sought in order to mitigate exposure to violence. According to Hobbes's argument, social aggregates coalesce when naturally solitary and self-interested individuals reasonably decided to cede some rights—namely the right to kill the other—if the other agrees to do likewise. This "mutual transferring of rights," as Hobbes (2008) describes it, "is that which men call contract" (p. 91). Locke provides

for an entirely different interpretation of things. For Locke the "natural condition of mankind" was not assumed to be a violent battle ground of everyone against everyone else. "The state of nature," Locke (1821) argued, "has a law of nature to govern it, which obliges every one: and reason, which is that law, teaches all mankind, who will but consult it, that being all equal and independent, no one ought to harm another in his life, health, liberty, or possessions" (§ 6, p. 191). Because of this fundamental disagreement about the assumed original conditions, Locke provides an entirely different account of the origin and purpose of the social contract. For Locke human beings come to associate with each other not for the purpose of mutual protection but in an effort to ensure the continued enjoyment of these natural rights and manage any conflict between individuals that might arise in the free exercise thereof. "If man in the state of nature be so free, as has been said; if he be absolute lord of his own person and possessions, equal to the greatest, and subject to nobody, why will he part with his freedom? why will he give up this empire, and subject himself to the dominion and control of any other power? To which it is obvious to answer, that thought in the state of nature he hath such a right, yet the enjoyment of it is very uncertain, and constantly exposed to the invasion of others" (Locke, 1821, § 123, pp. 294-295). Consequently, people come together and agree to live under some form of mutual compact in an effort either to protect themselves from harm or to ensure the continued free exercise of their will.

The former, which has its origins in Hobbes's *Leviathan*, is clearly evident in the development of governance in the virtual community of LambdaMOO. When the Wizards turned over LambdaMOO to its inhabitants, instituting a virtual state of nature, Pavel Curtis (1992) announced the change with considerable optimism. "I think," he wrote at the end of the LTAND document, "we're going to have a lot of fun, here... :-)" What resulted from this, however, was anything but "fun." Four months after the Wizards abdicated, the citizens of the LambdaMOO were confronted with a crisis now known as "The Rape in Cyberspace." A user under the pseudonym Mr. Bungle used a little known feature in the LambdaMOO software application, called Voodoo Doll, to take control of the avatars of other players, attributing actions to these characters that their users did not intend or actually initiate. This loss of control over one's own avatar—arguable a form of personal property, if not the personal proper—was perceived, by members of the LambdaMOO community, to be a violent violation and was called "rape" by those individuals directly involved in the incident. Whether the use of this term was appropriate or not, is something that is open to considerable debate (see Dibbell, 1996 and McKinnon, 2007), what is not disputed, however, is the effect this event had on the community of LambdaMOO. "Faced with the task of inventing its own self-governance from scratch," Dibbell (1993) reports, "the LambdaMOO population had so far done what any other loose, amorphous agglomeration of individuals would have done: they'd let it slide. But now the task took on new urgency.... And thus, as if against its will, the question of what to do about Mr. Bungle began to shape itself into a sort of referendum on the political future of the MOO" (p. 19). The outcome of these debates, discussions, and protestations issued by the users of LambdaMOO resulted in the publication of a second influential document

"LambdaMOO Takes Another Direction" (LTAD). "On December 9, 1992, Haakon posted 'LambdaMOO Takes A New Direction' (LTAND). Its intent was to relieve the wizards of the responsibility for making social decisions, and to shift that burden onto the players themselves. It indicated that the wizards would thenceforth refrain from making social decisions, and serve the MOO only as technicians. Over the course of the past three and a half years, it has become obvious that this was an impossible ideal: The line between 'technical' and 'social' is not a clear one, and never can be. The harassment that ensues each time we fail to achieve the impossible is more than we are now willing to bear" (Curtis, 1993). As Hobbes had theorized, the virtual state of nature, although offering unfettered freedom and opportunity, was actually a violent "war against all," and the occupants of the MOO quickly sought protection from such violence by submitting to the authority and control of a Leviathan, in this case the Wizards.

If the experience of LambdaMOO lends empirical evidence to support Hobbes's version of social contract theory, the web 2.0 application of Facebook can be conceptualized in terms that follow Locke's alternative formulation. Although he is no social contract theorist, Facebook CEO Mark Zuckerberg offered what is arguably a Lockean explanation for Facebook's *modus operandi*. "We always thought," Zuckerberg told David Kirkpatrick in a 2004 interview, "that people would share more if we didn't let them do what ever they wanted, because it gave them some order" (MacKinnon, 2012, p. 155). According to Zuckerberg's explanation, people decide to participate in the social network not because Facebook lets them do whatever they want, ostensibly indulging in an unrestrained exercise of freedom that could only be found in a "state of nature." Instead, people agree to subject themselves to the social order of Facebook, because the organization imposes some structure on the terms and conditions of the interaction that would, so the argument goes, make them feel more comfortable in the free exercise of sharing information with each other. In other words, the freedom to share information with others is not free insofar as people perceive there to be considerable risks to and liabilities for engaging in such activity. Facebook offers various protections that ensures the free exercise of this kind of information sharing while minimizing exposure to risk. As if to prove Locke correct, users agree to submit to the governance of Facebook, because the organization provide them with some order.

Third there is and remains some debate concerning the ontological status of the social contract. "Hobbes talks," George MacDonald Ross (2009) argues, "as if there were a time in history when people got together and contracted to leave the state of nature and form a civil society. But as we have already seen, he doubted whether there is actually a pure state of nature, in which case it is doubtful whether people in a state of nature ever got together in order to democratically set up a civil society" (p. 117). For this reason, Hobbes's view of the "original covenant" is often interpreted and understood to be a hypothetical idea. "His social contract," as John Rawls (2007) explains, "is best viewed, not as explaining the origin of the Leviathan and how it came to be, but rather as an attempt to give 'philosophical knowledge' of the Leviathan so

that we can better understand our political obligations and the reasons for supporting an effective Sovereign when such a Sovereign exists" (p. 30). In the case of Locke, however, the contract was often assumed to be and presented as an actual occurrence taking place either through explicit agreement between parties at some particular point in time or, when such explicit agreement was not possible or lacking, through something Locke calls "tacit consent." "No body doubts," Locke (1821) writes, "but an express consent, of any man entering into any society makes him a perfect member of that society, a subject of that government. The difficulty is, what ought to be looked upon as a tacit consent, and how far it binds...And to this I say, that every man, that hath any possessions, or enjoyment, of any part of the dominions of any government, doth thereby give his tacit consent, and is as far forth obliged to obedience to that laws of that government" (§ 119, p. 291). The concept of "tacit consent" especially applies in the case of subsequent generations who are not necessarily in a position to willfully enter into the fundamental agreements that structure the social order into which they have been born and under which they already live.

The development of governance in LambdaMOO appears to illustrate, if not prove this thesis. Shortly after the "wizardly coup d'etat," as Curtis (2002, p. 41) later called it, some members of the LambdaMOO community challenged the legality of the LTAD decree. The challenge was, following the established protocols for petitioning, formulated as a ballot initiative and communicated to players for their vote on 25 May 1994: "Message 300 on *News, known as LTAD, was a declaration by the wizards saying that they would be able to make social decisions. This statement violates the earlier wizardly declaration, known as LTAND, that wizards would make no social decisions. This makes LTAD illegal. This ballot is an attempt to determine the legal and social standing of LTAD. The passage of this ballot additionally indicates: The LTAD declaration is legal. The population has shown its confidence in the Wizards. The population has shown its consent to LTAD" (Curtis, 1993). The ballot passed with 321 members voting in favor, 111 against, and 272 abstaining. With this vote, then, Lambda-MOO was legitimately organized as a kind of benevolent dictatorship. The majority of players agreed that the LTAD declaration was in fact legal, expressed their confidence in the decision making and leadership of the Wizards, and consented to the stipulations articulated in the LTAD document. These stipulations, however, were never codified in the form of an explicit contractual statement, charter, or terms of use agreement. The social structure and expected norms of behavior for users were communicated to newcomers either through word of mouth or via a library of documents contained in LambdaMOO's help archive. Although new users are directed to consult these resources, especially the "manners" file, at the time of their first login, there is no actual "social contract" per se that users must explicitly agree to in order to participate in the LambdaMOO community.

For Facebook, as for most commercial online services (i.e. AOL, Google, Yahoo, Second Life, Bebo, etc.), the "social compact" is an actual contractual agreement that takes the form of an explicit legal document.¹ Initially, Facebook instituted and operated with a rather traditional Terms of Use agreement that articulated the terms and conditions of the relationship between the provider of the service and its users.

This standard practice was, in the case of Facebook, eventually found to be woefully inadequate. "Our main goal at Facebook," Mark Zuckerberg wrote in a blog post from 26 February 2009, "is to help make the world more open and transparent. We believe that if we want to lead the world in this direction, then we must set an example by running our service in this way. We sat down to work on documents that could be the foundation of this and we came to an interesting realization—that the conventional business practices around a Terms of Use document are just too restrictive to achieve these goals" (p. 1). In Zuckerberg's estimations, Facebook could no longer operate with a traditional Terms of Use because that kind of legal agreement was too restrictive and at odds with Facebook's main objective to create a more open and transparent world. In place of the traditional Terms of Use agreement, Zuckerberg announced and Facebook now operates with two innovative governing documents. "The first," as Zuckerberg (2009) explained to users, "is the Facebook Principles, which defines your rights and will serve as the guiding framework behind any policy we'll consider—or the reason we won't consider others. The second document is the Statement of Rights and Responsibilities, which will replace the existing Terms of Use" (p. 1). These two documents currently comprise Facebook's "Terms" and users are required to consent to their stipulations. "By clicking Sign Up," the Facebook login/default page indicates, "you agree to our Terms and that you have read and understand our Data Use Policy." The hypertext link on the word "Terms" leads directly to the "Statement of Rights and Responsibilities" document, which begins with the following preamble: "This Statement of Rights and Responsibilities (Statement) derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement" (Facebook Terms, 2011). This declaration clearly situates the "Statement of Rights and Responsibilities" document as a contractual agreement between Facebook and its users, or more precisely between users of Facebook and one of two versions of its official and legally recognized corporate identities: "If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited" (Facebook Terms, 2011). Consequently Facebook's "Statement of Rights and Responsibilities" is positioned and operationalized as an explicit contract between Facebook and its users and, insofar as Facebook's basic service is social networking and interaction, such an agreement is quite literally a "social contract." Additionally the terms stipulated in this document apply to and are considered binding for users of Facebook whether one actually reads and understands the document or not. This means that users of this particular social network either consent to the Facebook's Terms through explicit agreement or, more often than not, provide "tacit consent" insofar as they employ and enjoy the opportunities provided by the network. To paraphrase Locke, Facebook also asserts "that every person, that hath any possessions, or enjoyment, of any part of the dominions of Facebook, doth thereby give his/her tacit consent, and is as far forth obliged to obedience to Facebook's Terms."

2) Of the Social Network and its Terms – In which Facebook's "Statement of Principles" and "Statement of Rights and Responsibilities" is submitted to analysis

As explained in its first sentence, Facebook's "Statement of Rights and Responsibilities" derives from and is legitimated by "Statement of Principles." If the "Statement of Rights and Responsibilities" articulates the exact terms and conditions of Facebook's agreement with its users, or what had previously been called the Terms of Use, this document provides a declaration of the organization's underlying values, *modus operandi*, and *raison d'être*. "We are," the "Statement of Principles" declares in the authoritative voice of the first person plural, "building Facebook to make the world more open and transparent, which we believe will create greater understanding and connection. Facebook promotes openness and transparency by giving individuals greater power to share and connect, and certain principles guide Facebook in pursuing these goals. Achieving these principles should be constrained only by limitations of law, technology, and evolving social norms. We therefore establish these Principles as the foundation of the rights and responsibilities of those within the Facebook Service" (Facebook Terms, 2011). This declaration and the ten principles that follow it constitute a remarkable innovation in governance that is unique to Facebook. It is not common practice for online service providers to explicate how the organization defines and understands the rights and responsibilities of its users. Most Terms of Use agreements, like that provided by AOL, Yahoo, Google, Bebo, etc. are limited to legal statements stipulating user obligations, liabilities, proper conduct, admonitions, disclaimers, and warranties. The "rights and responsibilities of those within the service" are not typically recognized as a legitimate matter of concern. For this reason, Facebook's "Statement of Principles" reads more like a founding political document, i.e. the Bill of Rights or the *Déclaration des droits de l'Homme et du Citoyen*, than it does a standard Terms of Use or End User Licensing Agreement. If the contractual language of the standard Terms of Use agreement, as Deborah Halbert (2009) points out, reminds us that these social environments "are proprietary and the political structures creating these worlds were not designed to be democratic," then Facebook's "Statement of Principles" confronts and challenges this common expectation by introducing what appears to be innovative democratic reforms. Although it would be worth the effort to investigate each principle, its operative assumptions, and consequences in detail, let me, in the interest of time, examine three elements that comprise what could arguably be called the underlying social and political doctrine of the commonwealth called Facebook.

The majority of the ten principles, the first seven in fact, articulate the rights of people. In fact, these seven principles, in terms of grammatical and logical construction, begin with and identify "people" or "person"² as the subject of the sentence and deploy the verbal imperative "should." According to Facebook, people should 1) have the freedom to connect and share information with others, 2) own the information they provide and have the ability to control this information, 3) have the freedom to access information made available to them, 4) have the right to equal

treatment and a belief in the fundamental equity of all persons, 5) have the freedom to build trust and reputation through personal identity and interaction with others, 6) have the inherent right to communicate and access to the means of communication, and 7) be able to use Facebook irrespective of individual commitment or level of contribution. Although this list sounds rather impressive and seems to afford users of Facebook a wide range of rights and freedoms, its approach is noteworthy and requires some explanation. First, the subject of the "Statement of Principles" is explicitly political. Facebook's "Statement of Principles," unlike the standard Terms of Service contract or End User Licensing Agreement, does not address itself to "users," "player," "participants," or "customers." Instead, it concerns the "people." In addressing this particular subject, Facebook establishes and recognizes a collectivity called "the people," which comprises the principle subject of modern political discourse (Canovan, 2005). For this reason, the subject of Facebook's "Statement of Principles," both in terms of the subject matter addressed by the text and the subject who is addressed, is deliberately political. In addressing the rights of people, Facebook interpellates (Althusser, 2008) a political subject.

Second, the subject of the "Statement of Principles," namely the people, is subject(ed) to the statement. In articulating and defining the rights of people, Facebook assumes for itself the right to grant rights to others. In doing so, it already occupies a unique position in the social order, giving itself the power to define and to ensure for the people what is thereby recognized as their right. In this case then, political authority is not vested in the people who grant themselves rights nor is the rhetoric of the "Statement of Principles" constructed such that the granting power occupies a place that is equal to or on par with that of the people. Because of the way the "Statement of Principles" is positioned and functions, Facebook and "the people" occupy different places in the political hierarchy. Consequently, the subject who is addressed by Facebook's "Statement" is also thereby subjected to and made a subject of Facebook. This is precisely the way the sovereign of the commonwealth comes to consolidate political power in Hobbes's social contract theory. For Hobbes, the original covenant involved two fundamental gestures. On the one hand, individuals agreed to cooperate with each other by collectively and reciprocally renouncing some of the rights they had against one another in the state of nature. On the other hand, they cede to some individual or assembly of people the authority and power to enforce this covenant, or as Hobbes (2008) describes it, "a common power set over them both, with right and force sufficient to compel performance" (p. 94). This sovereign power was, according to Hobbes's argument, absolute and not a party to or participant in the social order it would oversee and administer. "The sovereign of a Commonwealth, be it an assembly or one man, is not subject to the civil laws. For having power to make and repeal laws, he may, when he pleaseth, free himself from that subjection by repealing those laws that trouble him, and making of new...therefore he that is bound to himself only is not bound" (p. 183). It is for this reason that Hobbes titles his treatise *Leviathan*, making nominal reference to that figure of absolute authority presented in the Hebrew scriptures (Hobbes, 2008, p. 218). In explicitly granting and seeking to protect the

rights of the people, Facebook takes up and occupies the position of Hobbes's Leviathan, and the people agree to associate under the rule of this sovereign power who, precisely because it occupies a position outside the rule it establishes and oversees, is able to grant, ensure, and protect their rights.³

Two of the remaining three principles (numbers eight and nine) address issues having to do with Facebook's social operations and governance. The eighth principle addresses what Facebook calls "common welfare": "The rights and responsibilities of Facebook and the People that use it should be described in a Statement of Rights and Responsibilities, which should not be inconsistent with these Principles." This principle, then, establishes and legitimates the "Statement of Rights and Responsibilities" document, which should describe the rights and responsibilities of both parties to the social contract, Facebook and the People who use it. This other document, which is understandably longer and more detailed than the "Statement of Principles," is divided into 18 articles that address privacy, intellectual property rights, safety and security, and protection of the rights of others; special provisions applicable to developers, users located outside the jurisdiction of the United States, and advertisers; and administrative procedures for amending the document and terminating the contractual relationship, methods for resolving disputes between parties to the contract, and an explanation of terms used throughout the document. For the most part, the specific rights and responsibilities articulated in this text are consistent with and follow from the "Statement of Principles." What is remarkable about the "Statement of Rights and Responsibilities," however, are those articles that explicitly address personal property and privacy.

Property rights are a pivotal component of Locke's social contract theory. According to Locke, governments form primarily to ensure and protect the right of property. "The great and chief end therefore of men's uniting into commonwealths and putting themselves under government is the preservation of their property" (§ 124, p. 294). Facebook also recognizes the importance of property rights: "You own all of the content and information you post on Facebook, and you can control how it is shared." This statement, however, is qualified by a few additional stipulations. "For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it" (Facebook Terms, 2011). Every word of this caveat is important and informative. Although users are assured of their property rights, they agree (whether explicitly or through tacit consent) to grant Facebook a rather liberal license to use their intellectual property as the organization sees fit. This license is determined to be nonexclusive and royalty-free, meaning that there are no restrictions or limitations imposed on Facebook with regards to how this material may be used and that people should neither expect nor will they receive any compensation or payment for such use. The agreement is further characterized as transferable and sub-licensable, which means that Facebook

can, at its discretion, not only extend this license to others, but may also, if they decide to do so, initiate and grant subsequent licenses for the use of this material by other entities. Finally all of this is said to apply not just in the country of origin or use but anywhere and everywhere across the entire globe. Consequently, the license people agree to extend to Facebook concerning the use of their intellectual property is absolute, universal, and all-inclusive. Although Facebook officially recognizes the IP rights of the people and provides them with various technological mechanisms to exercise a modicum of control over how this information is displayed to and accessed by others, the licensing agreement grants the organization virtually unlimited access to and use of personal information and property. Or as Hobbes (2008) had succinctly explained, "the master of the servant is master also of all he hath, and may exact the use thereof; that is to say, of his goods, of his labour, of his servants, and of his children, as often as he shall think fit" (p. 140). Furthermore, this arrangement, whereby Facebook has a right to the user's property or "all he hath," is considered to be in full force and effect as long as one maintains his/her Facebook account. This means that the IP license, which is initiated at the time an individual or organization creates an account with Facebook, will remain active and applicable to all content even if that individual or organization, for whatever reason, only uses the service occasionally or no longer uses it all. The license terminates only when one actively removes content or deactivates the account.

Related to the issue of personal and intellectual property is the right of privacy. The importance of this, for both Facebook and its users, is evident by the fact that "privacy" is the first item listed in the "Statement of Rights and Responsibilities," and it is dealt with in considerable detail in a separate policy statement that is directly referenced by way of an embedded hypertext link. This policy, which adds a third document to Facebook's Terms, is called the "Data Use Policy," and it is longer than either the "Statement of Principles" or the "Statement of Rights and Responsibilities." In terms of content, this policy addresses four areas concerning personal data and its use by Facebook: "information we receive and how it is used, sharing and finding you on Facebook, sharing with other websites and applications, and how advertising works" (Facebook Data Use Policy, 2011). Rather than analyze this document item by item, I will only note two important aspects. First, the information users supply to Facebook involve the obvious identifying items like name, email address, date of birth, etc. but it also includes any and all information that is generated in the process of interacting with Facebook, its users, or its applications. This covers the expected things like looking at another person's profile, sending a message, or posting an image on your wall, but it also includes other less obvious kinds of data like the identifying IP (Internet Protocol) number of the user's Internet connection, a history list of other pages visited on the Internet while logged into Facebook, and current geographical location. This information is collected and stored by Facebook in order to offer various services and can, according to the policy, be used not only by current applications but any future application that might be developed. Facebook's stated purpose for doing this is "to create a more social and personal experience for users" (Facebook Data Use Policy,

2011). In other words, in order for Facebook to provide a personalized experience and support many of its popular features, the organization must, it is argued, collect personal information and maintain a substantial data profile for each individual. Users agree to and tacitly endorse this practice at the time of sign-up, even if they have never actually read the "Data Use Policy." Consequently, the people of Facebook are not only exposed to the ever-present and watchful eyes of "Big Brother" but willfully consent to this practice for the sake of various services and personalized conveniences.

Second, Facebook reserves the right to share user data with law enforcement agencies in the process of complying with the law or in order to protect its own interests. "We may share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves and you from violations of our Statement of Rights and Responsibilities; and to prevent death or imminent bodily harm" (Facebook Data Use Policy, 2011). What is interesting about this clause is that Facebook, in the interest of global participation and interaction, explicitly agrees to comply with law enforcement both in the US and elsewhere. This has at least two related consequences. On the one hand, it exposes all users to surveillance by US law enforcement, not because Facebook's policy is weak but because the standard for obtaining legal warrants and subpoena's are so low within US Federal law. As Junichi P. Semitsu (2011) argues, "every single one of Facebook's 133 million active users in the United States lack a reasonable expectation of privacy from government surveillance of virtually all of their online activity" (p. 1).⁴ Furthermore this surveillance is not limited to US citizens but extends to non-US users insofar as the "Statement of Rights and Responsibilities" stipulates, under item #16 "Special Provisions Applicable to Users Outside the United States," that users "consent to having your personal data transferred to and processed in the United States" (Facebook Terms, 2011). On the other hand, this policy supports and has been used to justify Facebook's cooperation with national governments. Israeli authorities, for example, recently obtained access to Facebook data which they used to compile a black-list of pro-Palestinian protesters (Protalinski, 2011, p.1) in order to restrict their access to travel. Although Facebook presents itself as "creating a world that is more open and transparent," it also works with and supports the surveillance operations and hegemony of real-world governments. And these actions, as stipulated in the "Statement" take place entirely at the discretion of the sovereign power, which, consistent with Hobbesian social contract theory, is responsible to no one.

As if to respond to potential criticisms of this absolute authority, the ninth principle asserts the value and importance of transparency in the political process and the exercise of sovereign power. "Transparent Process – Facebook should publicly make available information about its purpose, plans, policies, and operations. Facebook should have a town hall process of notice and comment and a system of voting to

encourage input and discourse on amendments to these Principles or to the Rights and Responsibilities." (Facebook Terms 2011). This is as close as Facebook comes to articulating its particular form of social organization and governance. As a privately held corporation, Facebook is arguably an autocracy or dictatorship, and its social/political structure is what Peter Jenkins (2004) calls "a company town." But, as this statement makes clear, Facebook declares itself to be something of a benevolent dictatorship. This means that the ruling elite of Facebook, the sovereign power of the commonwealth, recognize the importance of communicating the organization's purpose, plans, policies, and mode of operations. Evidence of this effort is already apparent in the very documents under consideration: the "Statement of Principles" articulates Facebook's purpose and plans and the "Statement of Rights and Responsibilities" and the "Data Use Policy" detail its policies and operations. Furthermore, Facebook, at least in terms of what is stipulated by the ninth principle, does not understand the social relationship to be asymmetrical. Although currently run by a small and exclusive group of individuals, Facebook explicitly recognizes the importance of input from the people. For this reason, it allows, in principle at least, for town hall meetings, where the people of Facebook can comment on new policies and eventually vote on amendments to the governing documents. The exact terms of this arrangement are given detailed treatment in the "amendments" section of the "Statement of Rights and Responsibilities":

1) We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment.

2) For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.

3) If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.

4) We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment (Facebook Terms 2011).

Although Facebook, as the sovereign power and sole authority over the social network, may on its own initiative make whatever changes it wants to its governing documents, it stipulates that all potential changes will be announced via official notification and offered to the community for commentary. This procedure is unique to Facebook. Yahoo, by comparison, states that it may make changes to its Terms of Service agreement "with or without notice" and does not include any consideration or mechanism for user commentary (Yahoo, 2008). Furthermore, if a proposed change receives more than 7,000 user comments, Facebook agrees to put the proposal to a

vote and will consider participation by 30% of all active registered users (which conservative estimates put at 425 million in the spring of 2012) to be binding. The terms of this "transparent process," which are, it should be noted, similar to those instituted by LambdaMOO almost two decades ago, were partially developed in the process of responding to a controversy that arose after Facebook attempted to make unilateral changes to its original Terms of Use policy in February 2009. The alteration was immediately flagged by Chris Walters (2009) of *The Consumerist*, who noticed that the new agreement extended Facebook's IP license, effectively granting the organization the right to use an individual's personal data in perpetuity. Users of Facebook complained and eventually pressured the corporation's CEO, Mark Zuckerberg, to retract the alteration and revert to the previous policy. In fact, the "Statement of Principles" and the "Statement of Rights and Responsibilities" both derive from this event and Facebook's subsequent efforts "to develop new policies that will govern our system from the ground up in an open and transparent way" (Zuckerberg, 2009, p. 1).

Despite the organization's explicit promise to foster and support a transparent political process, it should be remembered that Facebook is, in terms of its governing structure, a dictatorship. It is arguably a benevolent dictatorship, where the ruling elite has, in principle at least, pledged itself to transparency and popular participation. But it is a dictatorship nevertheless. Even though the people have, according to the organization's own Terms, the right to comment and vote on changes, the initiation of a change, any alternatives that might come to be formulated, and the conditions of voting are all under the control and regulation of the sovereign. Instead of providing a truly transparent democratic process, then, Facebook has instituted what Joseph Bonneau calls "democracy theatre." "It seems," Bonneau (2009) writes, "the goal is not to actually turn governance over to users, but to use the appearance of democracy and user involvement to ward off future criticism. Our term ["democracy theatre"] may be new, but this trick is not, it has been used by autocratic regimes around the world for decades" (p. 1). Although Facebook's Terms, as they are presented and codified in these three documents, are an improvement over the highly restricted Terms of Service agreements typically found throughout the Internet, the governing structure these documents institute and support is merely a difference in degree and not a difference in kind.

The tenth and final principle concerns Facebook's main objective and *raison d'être*. "One World – The Facebook Service should transcend geographic and national boundaries and be available to everyone in the world." This principle is interesting for at least two reasons. First, it indicates Facebook's desire to create a truly international and cosmo-politan assemblage—a kind of post-modern, post-nation state commonwealth that exists and functions beyond the limitations of physical geography and arbitrary political boundaries. This "one world," as Facebook calls it, is undeniably utopian. If the mythic origin of the separation and global dispersion of human beings is narrated by the Judeo-Christian fable of the Tower of Babel (Genesis 11:1-9), Facebook situates itself as the means for redressing these differences and achieving global reunification. Although the dream of a post-Babelian, global polity has been

operative in the rhetoric of the Internet since its modest beginnings (see Gunkel, 2001), Facebook dedicates itself to making this dream a reality. And the current demographic data is undeniably impressive. At almost half-a-billion active users world-wide, Facebook can now be considered the fifth largest "nation" by population on the planet earth. For this reason, Facebook, perhaps better than any other previous or current technological application, provides proof of concept for J. C. R. Licklider and Robert W. Taylor's (1968) prediction that the future of human social interaction will belong to "communities not of common location, but of common interest" (p. 38).

Second, this utopian vision of "one world," is complicated not only by the material conditions of the majority of human beings but by the experience of history. On the one hand, Facebook's "one world" is made possible and facilitated by a particular assemblage of technologies, e.g. the Internet, local access points or point of presence (POP), electrical power, and information processing devices, like computers, smart phones, tablets, etc. Despite the imperative form of the statement, namely that Facebook should be available to everyone in the world, it is in fact only available to a small fraction of the world's population, in particular those individuals who have the means to gain access to and use these particular technologies. The majority of the world's population unfortunately falls on the "have-nots" side of the digital divide and therefore are always and already excluded from participation in this fantastic global commonwealth (Gunkel, 2007). Consequently, Facebook's "one world" is, despite its lofty principles and pretensions, an elite gated community that already excludes a significant part of world's population. On the other hand, these exclusive utopian and cosmopolitan pretensions are really nothing new. We have, in fact, entertained similar promises for each new generation of Internet applications and with almost every form of innovation in telecommunications technology—telegraph, radio, television, etc. Radio, for example, was also introduced and promoted with a rhetoric that promised transnational participation and universal understanding (Spinelli, 1996), and the technology of broadcast television was heralded, by Marshall McLuhan (1995) in particular, as the harbinger of the "global village" (p. 5). For these reasons, we should be cautious and skeptical of these fantastic proclamations. If earlier innovations in information and communication technology, like radio or television, failed to deliver on their initial promises for global involvement and cooperation and became just another means for delivering customers to service providers and product advertisers, we should hold open the possibility that Facebook, despite its lofty rhetoric and utopian ideals, is simply more of the same. As Simon Penny (1994) has persuasively argued, "we have no reason to delude ourselves that any new technology, as such, promises any sort of socio-cultural liberation. History is against us here. We must assume that the forces of corporate consumerism will attempt to fully capitalize on the phenomenon in terms of financial profit, and that the potential for surveillance and control will be utilized by corporate and state instrumentalities" (p. 247).

3) Of the Social Contract 2.0 – In which the consequences of the foregoing are explicated

Let me conclude by noting three consequences of the foregoing, all of which can be expressed in the form of short-hand, algebraic equations. 1) $T = C$. The Terms of a social network are, in both form and function, a "social contract." These documents, which in the case of Facebook involve and apply to almost half-a-billion users worldwide, represent a privatization of the political as individuals form social affiliations under the sovereignty not of national governments located in geographically defined regions but multinational corporations that form and operate in excess of terrestrial boundaries. If declarations, constitutions, and national charters were the standard governing documents of the modern era, organizing and legitimizing the nation state as we know it, then it is the terms of service and related policy statements that arguably occupy a similar position in the postmodern era, articulating the foundation of social and political affiliations for a post-nation state, multinational polity. These agreements, therefore, constitute the next version of what political philosophers, beginning at least with Hobbes, have referred to as the "social contract," or what we have called, following a procedure that is common-place in the IT industry, social contract 2.0. This means, then, that the most influential and compelling political documents of the early 21st century might not be found in the democratic constitutions written for the newly reconfigured nation states of Afghanistan and Iraq, the manifestos and agreements developed in the wake of the "Arab Spring," or even influential transnational treaties like that of the European Union. Rather it is likely that some of the most important political documents of this epoch are being written, published, and prototyped in the terms of use agreements, terms of service contracts, or other governing statements that organize and regulate online social networks.

2) $T - U = I$. The Terms of a social network without user Understanding results in Irresponsible behavior. Despite the fact that these governing documents prescribe and regulate the rights and responsibilities of users, dictating the terms and conditions of online social interaction and affiliation, many of us, even those who are politically active and attentive, either ignore these texts as unimportant or dismiss them as a kind of "legalese" necessary to obtain access but not very interesting in their own right or worth serious consideration. This negligence is irresponsible for two reasons. First, on the face of things, Facebook, for example, appears to be a rather well-designed technological convenience allowing users to connect with friends, to share photographs and news, and even to participate in important social and political actions. The contractual agreement Facebook has with its users, however, also grants the organization a world-wide, unrestricted license to use this information in whatever way they see fit and the right to pass this and other forms of personal data to law enforcement agencies both in the United States and elsewhere. Although Facebook explicitly promotes a utopian vision of "one world," where individuals communicate with each other beyond geographical and national boundaries, it also serves the interests of national governments and modern social institutions by enforcing their laws and facilitating the surveillance of citizens. Users of Facebook, therefore, need to

know not only what opportunities can be gained by joining the network but also what is potentially traded away, compromised, or exposed in the process of agreeing to its terms. Second, what can now in retrospect be called "social contract 1.0," namely the agreements that had organized and structured modern political institutions, often have been negotiated, executed, and decided such that subsequent generations only have the opportunity to agree to the contract through what Locke called "tacit consent." Social contract 2.0, by contrast, not only affords but requires each and every member of these post-modern virtual communities to make a definitive decision concerning the exact terms of the social relationship. If the social compact of the modern nation state often remained what Hobbes called "implicit," social contract 2.0 is explicit—every participant has the opportunity and right to agree to the contract or not. In order to take advantage of this extraordinary situation, however, users not only need to make an informed decision but also need to know the exact terms and conditions of what is to be decided.

3) $T + K = \Delta p$. As a corollary of #2, Terms plus user Knowledge results in political change (represented by the standard mathematical symbol for change, the Greek letter delta). Being critical of a terms of service agreement or any of the other documents governing operations in a social network does not mean nor does it necessarily entail that one opt-out. It would be naïve to expect that any social organization, whether real or virtual, will be able to get everything right from the beginning. And there may remain, as is clearly the case with Facebook's "Statement of Rights and Responsibilities," one or more aspects of the contractual agreement that give users legitimate reasons to be cautious or concerned. Deciding not to participate, or opting out of the social contract, is clearly one way to avoid or even dispute such problems, but doing so not only means missing out on the opportunities afforded by these increasingly useful and popular Internet applications but, more importantly, does little or nothing to question, challenge, or improve existing policies. Instead of opting out, we can alternatively engage these new social systems, capitalizing on their opportunities while remaining critical of the limitations of their social contract and advocating for improvements. And there are good reasons to be optimistic that such efforts can and will have traction. The social/political structures of both LambdaMOO and Facebook have not been static, they have developed and evolved as a result of user involvement, complaint, and struggle. The "Rape in Cyberspace," although a less than pleasant affair, caused the users of LambdaMOO to take seriously the questions of governance and led to numerous discussions, debates, and experiments with social policy. Similarly Facebook has developed and evolved in response to crisis and user criticism. In 2009, as the result of what can now in retrospect be called a "mistake," the users of Facebook helped the organization's ruling elite recognize that the traditional terms of use agreement, which had been standard operating procedure and for that reason gone largely unquestioned, was obsolete and no longer appropriate for Facebook's stated mission and objective. As a result, Facebook introduced what are arguably revolutionary innovations in social network governance—the "Statement of Principles" and the "Statement of Rights and Responsibilities"—effectively changing

what had been an autocratic totalitarian commonwealth or "company town" (Jenkins, 2004) into a benevolent dictatorship supporting democratic participation. Despite this remarkable transformation, however, it can still be legitimately argued that these improvements do not go far enough—that Facebook's "transparent process" is cloudy at best, if not opaque. Pointing this out does not, it should be noted, negate the importance or influence instituted by the innovation. It merely recognizes that things do not necessarily end here. Like all forms of political activism, therefore, users of social networks need to engage the structures as they currently exist, work to identify their inconsistencies and problems, and advocate for improvements. What is needed is not mere opposition and abstinence but informed involvement and critical participation. For this reason, we can end by reissuing the concluding statement from Pavel Curtis's LTAD document (1993): "I think we're going to have a lot of fun, here... :-)" This sentence should, however, be read in light of the emoticon that punctuates it. What the sideways smile-face indicates is that the word "fun" might need to be understood and interpreted with some wry humor. That is, the opportunities that are available with social networks may, in fact, turn out to be interesting, engaging, and entertaining. This "fun," however, will still require a good deal of struggle, effort, and conflict, and might, at times, appear to be less than what one might consider immediately enjoyable or amusing.

Notes

[1] Although Terms of Service (TOS), End User Licensing Agreements (EULA), and other contractual mechanisms have been recognized as the principle governing documents for virtual worlds (Grimes, et al., 2008; Halbert, 2009), there has been some debate about their legal status, especially in the case of user property rights and EULAs (Passman, 2008).

[2] Facebook operationalizes the terms "people" and "person" in a way that is rather broad and consistent with contemporary practices: "Every Person—whether individual, advertiser, developer, organization, or other entity—should have representation and access to distribution and information within the Facebook Service, regardless of the Person's primary activity" (Facebook Terms, 2011). As far as Facebook is concerned "person" names not just individual human users of the service but application developers like Zynga, the company that created Farmville; corporations, schools, and nonprofit organizations who use the service and maintain their own Facebook presence; and advertisers. This characterization is entirely consistent with modern legal practice. In the United States (2011), for example, the term is explicitly stipulated by federal law: "In determining the meaning of any Act of Congress, unless the context indicates otherwise—the words 'person' and 'whoever' include corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals" (1 USC Section 1). Despite the fact that there remains considerable popular debate, especially in North America, over the legitimacy of extending the term "person" to corporations and other collectives (see for example the rather heated discussions following the US Supreme Court's 2011 decision in the case Citizen's

United v. Federal Election Commission), doing so has been standard operating procedure for modern political institutions since at least the mid-nineteenth century, and Facebook merely follows suite.

[3] This arrangement is complicated by the fact that Facebook is also a user of Facebook. That is, Facebook has a Facebook page where it, like other users, can share information and interact with others. For this reason, Facebook actually occupies the uncanny position of both sovereign and user.

[4] The US Department of Justice's (DOJ) Computer Crimes and Intellectual Property Section has, since January of 2003, generated a number of memoranda instructing US law enforcement agents in methods to obtain and use information from social networking sites. These internal documents were made public in March of 2010 as the result of a Freedom of Information Act (FOIA) filed by the Electronic Frontier Foundation (EFF). The documents may be accessed at https://www.eff.org/files/filenode/social_network/20100303_crim_socialnetworking.pdf

REFERENCES

Althusser, Louis (2008). *On Ideology*. Ben Brewster, trans. London: Verso.

Bonneau, Joseph (29 March 2009). *Democracy Theatre on Facebook*. Light Blue TouchpaperSecurity Research, Computer Laboratory, University of Cambridge. <http://www.lightbluetouchpaper.org/2009/03/29/commentary-on-facebooks-terms-of-service/>

Boucher, David and Paul Joseph Kelly (1994). *The Social Contract from Hobbes to Rawls*. New York: Routledge.

Canovan, Margaret (2005). *The People*. Cambridge: Polity.

Curtis, Pavel (9 December 1992). *LambdaMOO Takes a New Direction*. LambdaMOO Help Archive. Also available at http://www.cc.gatech.edu/classes/AY2001/cs6470_fall/LTAND.html

Curtis, Pavel (April 1993). *LambdaMOO Takes Another Direction*. LambdaMOO Help Archive. Also available http://www.cc.gatech.edu/classes/AY2001/cs6470_fall/LTAND.html

Curtis, Pavel (2002). *Not Just a Game: How LambdaMOO Came to Exist and What It Did to Get Back at Me*. In Cynthia A. Haynes and Jan Rune Holmevik (eds.), *High Wired: On the Design, Use, and Theory of Educational MOOs*. Ann Arbor, MI: University of Michigan Press, pp. 25-44.

Dibbell, Julian (23 December 1993). *A Rape in Cyberspace: How an Evil Clown, A Haitian Trickster Spirit, Two Wizards, and a Cast of Dozens Turned a Database into a Society*. *The Village Voice* 36. Also available at http://www.juliandibbell.com/texts/bungle_vv.html and reprinted in Julian Dibbell (1998), *My Tiny Life: Crime and Passion in a Virtual World*. New York: Henry Holt and Company, pp. 11-32,

Dibbell, Julian (21 April 1996). *My Dinner with Catherine MacKinnon: And Other Hazards of Theorizing Virtual Rape*. Presentation delivered at *Virtue and Virtuality: A Conference on Gender, Law, and Cyberspace*. Massachusetts Institute of Technology.

Downes, L. (2009). *The Laws of Disruption: Harnessing the New Forces that Govern Life and Business in the Digital Age*. New York, Basic Books

Facebook Fact Sheet (2012). <http://newsroom.fb.com/content/default.aspx?NewsAreaId=22>

Facebook Terms (26 April 2011). <http://www.facebook.com/legal/terms>

Facebook Data Use Policy (23 September 2011). <http://www.facebook.com/about/privacy/>

Facebook Timeline (2012). <http://newsroom.fb.com/content/default.aspx?NewsAreaId=20>

Grimes, Justin, Paul Jaeger and Kenneth Fleischmann (30 August 2008). *Obfuscatocracy: A Stakeholder Analysis of Governing Documents for Virtual Worlds*. *First Monday* 13(9). <http://firstmonday.org/htbin/cgiwrap/bin/ojs/index.php/fm/article/view/2153/2029>

Gunkel, David (2001). *Hacking Cyberspace*. Boulder, CO: Westview Press.

Gunkel, David (2007). *Thinking Otherwise: Philosophy, Communication, Technology*. West Lafayette, IN: Purdue University Press.

Halbert, Debora J. (7 December 2009). *Public Lives and Private Communities: The Terms of Service Agreement and Life in Virtual Worlds*. *First Monday* 14(12). <http://firstmonday.org/htbin/cgiwrap/bin/ojs/index.php/fm/article/view/2601/2405>

Heim, Michael (1993). *The Metaphysics of Virtual Reality*. New York: Oxford University Press.

Hobbes, Thomas (2008). *Leviathan*. Forgotten Books. <http://www.forgot-tenbooks.org>

Jenkins, Peter S. (2004). *The Virtual World as a Company Town: Freedom of Speech in Massively Multiple Online Role Playing Games*. *Journal of Internet Law* 8(1), pp. 1–21.

Lambda Moo Governance. <http://www-cs-faculty.stanford.edu/~eroberts/cs181/projects/online-governance/governance-structures/lambda-moo.html>

Licklider, J.C.R. and Robert W. Taylor (April 1968). *The Computer as a Communications Device*. *Science and Technology*. Available at <http://memex.org/licklider.pdf>

Locke, John (1821). *Two Treatises on Government*. London: R. Butler.

MacKinnon, Catherine A. (2005). *Women's Lives, Men's Laws*. Cambridge, MA: Harvard University Press.

MacKinnon, Rebecca (2012). *Consent of the Networked: The Worldwide Struggle for Internet Freedom*. New York: Basic Books.

McLuhan, Marshall (1995). *Understanding Media: The Extensions of Man*. Cambridge: MIT Press.

Rousseau, Jean-Jacques (1893). *The Social Contract, Or the Principles of Political Rights*. Translated by Rose M. Harrington. New York: G. E. Putnam's Sons.

Passman, Michael H. (2008). Transactions of Virtual Items in Virtual Worlds. *Albany Law Journal of Science & Technology* 18, pp. 259–290.

Penny, Simon (1994). Virtual Reality as the Completion of the Enlightenment Project. In Gretchen Bender and Timothy Druckrey (eds.) *Cultures on the Brink: Ideologies of Technology*. Seattle: Bay Press, pp. 231-248. Also available at <http://ace.uci.edu/penny/texts/enlightenment.html>

Plato (1982). *Crito*. Trans. by Harold North Fowler. Cambridge, MA: Harvard University Press.

Priest, Stephen (1990). *The British Empiricists*. New York: Routledge.

Protalinski, Emil (10 July 2011) Israel Uses Facebook to Blacklist Pro-Palestinian Protesters. ZDNet. <http://www.zdnet.com/blog/facebook/israel-uses-facebook-to-blacklist-pro-palestinian-protesters/2113>

Rawls, John (2003). *A Theory of Justice*. Cambridge, MA: Harvard University Press.

Rawls, John (2007). *Lectures on the History of Political Philosophy*. Cambridge, MA: Harvard University Press.

Roberts, Eric (2005). A Review of the Various Governance Systems of Online Communities and Ethical Issues that Arise. <http://www-cs-faculty.stanford.edu/~eroberts/cs181/projects/2004-05/online-governance/index.html>

Ross, George MacDonald (2009). *Starting with Hobbes*. New York: Continuum.

Rousseau, Jean-Jacques (1893). *The Social Contract, Or The Principles of Political Rights*. Trans. by Rose M. Harrington. New York: G. P. Putnam's Sons.

Rousseau, Jean-Jacques (2004). *Discourse on Inequality*. Trans. by G. D. H. Cole. Whitefish, MT: Kessinger Publishing.

Semitsu, Junichi P. (March 9, 2011). From Facebook to Mug Shot: How the Dearth of Social Networking Privacy Rights Revolutionized Online Government Surveillance. *Pace Law Review* 31(1). <http://ssrn.com/abstract=1782267>

Spinelli, Martin (January 1996). Radio Lessons for the Internet. *Postmodern Culture* 6(2). Also available at <http://wings.buffalo.edu/epc/authors/spinelli/radio-lessons.html>

United States of America (2011). 1 USC Section 1. <http://uscode.house.gov/download/pls/01C1.txt>

Walters, Chris (15 February 2009). Facebook's New Terms of Service: "We Can Do Anything We Want with Your Content. Forever." Consumerist. <http://consumerist.com/5150175/facebooks-new-terms-of-service-we-can-do-anything-we-want-with-your-content-forever>

Weber, Rolf H. (2010). *Shaping Internet Governance: Regulatory Challenges*. Springer.

Williams, Michael C. (2005). *The Realist Tradition and the Limits of International Relations*. Cambridge: Cambridge University Press.

Yahoo (24 November 2008). Yahoo! Terms of Service. <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>

Zagorin, Perez (2009). *Hobbes and the Law of Nature*. Princeton, NJ: Princeton University Press.

Žižek, Slavoj (2008). *For They Know Not What They Do: Enjoyment as a Political Factor*. London: Verso.

Zuckerberg, Mark (26 February 2009). *Governing the Facebook Service in an Open and Transparent Way*. The Facebook Blog. <http://blog.facebook.com/blog.php?post=56566967130>

