John F Kennedy University

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LICENSE AGREEMENT 2016.pdf

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PERSONALLY IDENTIFIABLE INFORMATION LICENSE AGREEMENT FOR INDIVIDUAL LIKENESS USAGE

Privacy Defender Tool and Consumer Protection Contract.
From the Association for Consumer Effectiveness!

Section 1

Thank you for agreeing to this license agreement. This is a license agreement between you the data collector, distributor, or receiver, and myself, ___________________________, who is the lawful data owner, identifiable person or identified individual consumer generating the copyright protected information subject to this license agreement. For your convenience, we’ve organized this agreement into sectioned parts. Each sectioned part has a description of the contents of the section. This license agreement includes introductory terms phrased in a question and answer format, additional terms, the price of expected royalties, the duties you agree to become subject to, and the possible liabilities you may face for violating any part of this license agreement. You should review the entire agreement, because all of the terms are important and together create this contract that applies to you.

Section 2
What data and information is covered by this license

By deciding to utilize my name, address, age, date of birth, e-mail address, search engine history, phone call records, affixed and recorded personal time of location data, or any other information derived from any sources what-so-ever which are personally identifiable or can be reasonably be said to be an approximation of my personal likeness, you are hereby bound by all the terms and stipulations provided by this license agreement. By accepting, requesting, monitoring, collecting, utilizing, combining, transmitting, selling, aggregating, broadcasting, sharing, and/or possessing either literally or constructively any and all electronically communicated and generated data or information resembling my personal likeness or activities, you agree to all of these terms and consent to be bound by this license agreement for the commercial and/ or private usage of certain data and information that bare a resemblance of my personal likeness. If you do not accept and comply with these terms, you may not use any of the electronically stored, generated, or transmitted data and information that bares an identifiable and recognizable resemblance of my personal likeness. Instead, you should delete any and all electronic data or information in your actual or constructive possession fitting the aforementioned description of any electronically communicated and generated data or information resembling my personal likeness or activities.

Section 3
Who must utilize this license?

Any party, other than myself, who wishes to utilizes or does utilize any electronically communicated and generated data or information capable of resembling my personal likeness or activities for any purposes what-so-ever. As I do not sell, nor make gift of, distribute, transmit, or otherwise communicate, and license only, any information or data capable of resembling my personal likeness or activities that is not strictly subject to this personal license agreement, any and all information capable of resembling my personal likeness or activities must have a copy of this standard individual consumer contract for personally identifiable information for individual likeness licensing agreement and personal likeness usage licensing agreement attached to it at all times. This license agreement must
accompany at all times any and all electronically communicated and generated data or information capable of resembling my personal likeness or activities, no matter what purpose that information is being utilized for, what perceived benefit I may be derive from the usage of that data, or how that information is obtained. Even when the aforementioned information is submitted by myself, upon receiving this license agreement the possessor of the aforementioned information or data capable of resembling my personal likeness must either comply with this licensing agreement, delete or destroy all information described by this licensing agreement or incorporated by reference here within, or become liable for legal action in civil court for commercial misappropriation for personal likeness from the individual granting the license personally or in combination with other individuals comprising a class of individuals similarly situated and likewise harmed by your failure to comply with the terms and conditions of this personal licensing agreement.

Section 4

When must I utilize this license?

Under this license, I grant you the right to one copy on one computer (the licensed computer), for use by one person at a time, or alternatively in one file (electronic or paper), but only if you comply with all the terms of this agreement the right to use the information or data capable of resembling my personal likeness I have submitted to your office, company, agency, hospital, databank, government office, or organization for the lone purpose of the facilitating the purchase of goods and/or services from you or your company, organization, agency, or enterprise. You may not utilize any data or information contemplated or referred to in this license and therefore subject to this license, without ensuring the attachment of this license to any and all copyright protected information subject to this license. The copyright protected data that has restricted usage is that information generated by or from my actions or decisions, the monitoring and recording or transcribing of my personally identifiable or identical characteristics or any unique and distinct actions like my tastes, preferences, likes, dislikes, which you may have captured but are not entitled to use during the course of our transactions or interactions that are capable of communicating the idea of my likeness, my literal likeness in fact, or reproducing any media, data, or information resembling my personal likeness, without making a payment to me personally at a rate of $200.00 per an hour for both the expenditure of my time, actions, and labor in the creation of any data or information capable of communicating my likeness in any format.

How do I must utilize this license?

Any information generated when my actions, behaviors, locations, decisions, personal habits, or communications are monitored, documented, captured, recorded, or aggregated are subject to this license whether utilized in the creation of a CIB, and this license does grant the licensee the right to use the licensed data only upon the payment of royalty fee of $1,000.00 per a usage for the information I personally manufactured by a production of any information, data, data products, which you may have captured as point in time captured renderings of works of art, reproductions of personally identifiable mimicked actions, recorded identical characteristics, documented depictions of myself capable of rendering and/or communicating an identifiable rendering of my personal likeness, which but for those characteristics, actions, behaviors, patterns, or decisions being taken by myself would be incapable and impossible to produce or possess either in whole or in part, in any format what-so-ever or the derivatives there-of, including being made a part of any survey or as a study subject for analysis. Furthermore, any reproductions, copies, re-broadcasting or usage of any information or data as previously described in this section capable of communicating an idea identifiable as myself and therefore my likeness, is subject to a royalty fee of $1,000.00 per a licensed copy sold, which is
required to have a copy of this license agreement accompany any such unit of information or data capable of resembling my personal likeness. May I make a backup copy? Yes, you may make a single copy of the information for backup purposes, and use that backup copy as described below.

You may transfer the data

You may transfer the data to another file that belongs to you. You may also transfer the data (together with the license) to a computer owned by someone else if a) you are the first licensed user of the data and b) the new user agrees to the terms of this agreement. To make that transfer, you must transfer the original media, this license agreement, any permissive data usage agreements, and the proof of purchase directly to that other person, without retaining any copies of the data. You may use the backup copy I allow you to make or the media that the information came on to transfer the data. Every time you transfer the information to a new computer or database, you must remove the data from the prior computer. You may not transfer the information to share licenses between computers. You may only transfer data or information which shall be used for the same purposes only to which the original permission was given, any other usage or re-purposing of the information does constitute a violation of the license and this agreement.

Section 5
Duties and obligations created by your choice to utilize the copyright protected data.

By utilizing my information you are stipulating that I produced all or any data and/or information, as defined below, and are agreeing to be bound by this license. Should you disagree with any stipulations and license requirements, or refuse to be bound by any part of this license then your sole remedy is to cease and desist utilizing in any way the copyrighted information and data covered and protected by this license. No other remedy in law or otherwise shall be recognized. As such any violations of this license agreement or the use of any information that is unlicensed shall be subject to claims against the unlicensed data utilizing violations of the labor law for payments of wages. This is in accordance with the labor laws stating that every employer shall pay to each of his employees (other than an employee to whom subsection (a)(5) of this section applies) who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, and who in such workweek is brought within the purview of this section by the amendments made to this chapter by the Fair Labor Standards Amendments of 1966, title IX of the Education Amendments of 1972 [20 U.S.C.A. § 1681 et seq.], or the Fair Labor Standards Amendments of 1974, wages at the following rate: Effective after December 31, 1977, not less than the minimum wage rate in effect under subsection (a)(1) of this section.

Section 6
Collected or harvested aggregated data or information

In lawful accordance with No Doubt v. Activision Publishing, Inc., 192 Cal.App.4th 1018 (2011), this license bars any recording and recreating that personally identifiable data and information which is based off the very actions, choices, decisions, likes, dislikes, interests, and those unique quirks of character and imperfections which are the essence of what makes me different from every other person, and utilize that information to construct and recreate an exact likeness of my personality from any information or data capable of resembling my personal likeness or activities. My data is considered my likeness, and as the owner of my own likeness, the owner of my right to celebrity, the owner of my right to market and profit off the use of my name and my own likeness, as well as the only true copyright holder as the actual creator and original drafter in fact in of any and all data and/or
information acquired by monitoring my actions and decisions, you may use none of my information for any reason what-so-ever until such time as you have gained my personal permission to use that information, in writing, and having asked for that permission in a licensing contract in which the ONLY subject mentioned is the request for a license to utilize my information, explaining for what purposes you plan to use my likeness barring data, and to whom you plan to share that licensed likeness containing information to.

Section 7
Transfers of license

Any license granted by this license agreement applies only to the first party receiver, and unless explicitly so stated this license is non-transferable. Any party seeking to utilize my likeness containing data or information electronically or otherwise must seek and obtain their own separate license to utilize my data and personally identifiable information portraying my likeness. Should a party be found utilizing my personally identifying information and data they will be held liable under California Civil Procedure Code §3344 (hereafter section 3344), enacted in 1971, authorizing recovery of damages by any living person whose name, photograph, or likeness has been used for commercial purposes without his or her consent. As noted above, the statute makes liable any person who, without consent, uses a personality’s name, voice, photograph, etc., "in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services . . . ." (§ 990, subd. italics added.) Saderup’s construction (Three Stooges case). reads the emphasized phrase out of the statute. When first enacted in 1971, section 3344 -- the companion statute applying to living personalities -- contained no such phrase: the statute simply made liable any person who uses another’s identity "in any manner, for purposes of advertising products, merchandise, goods or services, or for purposes of solicitation of” such purchases. (Stats. 1971, ch. 1595, § 1, p. 3426.) The Legislature inserted the phrase, "on or in products, merchandise, or goods, or," when it amended section 3344 in 1984. (Stats. 1984, ch. 1704, § 2, p. 6172.) And in the very same legislation, the Legislature adopted section 990 and inserted the identical phrase in that statute as well. (Stats. 1984, ch. 1704, § 1, p. 6169.).

Section 8
Proof of License

If you acquired the data on a disc or other physical media, your proof of license is this license agreement accompanying genuine product information, and your proof of purchase. If you acquired and downloaded the information online, your proof of license is the same. Genuine data that you received without this license shall be subject to a fine of $500.00 per an instance. Each instance constitutes a unit of data, a name one unit, an address is one unit, DOB being one unit, and any licensor granting this agreement does have the right to act as class representative for all parties similarly situated and utilizing this agreement as their licensing agreement. All licensors utilizing this agreement do hereby agree that they may be made a part of any class action as co-plaintiffs, by any other party utilizing an Association for Consumer Effectiveness licensing agreement as they are in agreement as to the fact that they are similarly situated.
Updates and Upgrades

Should you add to or alter any data or information contemplated by this agreement, this agreement shall still hold and control and will be the license agreement for the sum total of the identifiable data and information.

Limited Rights Data and Information

Some information posted and shared on social networks, and as such any of that data is Not For Resale and distributed for limited purposes. Furthermore, the posting of this licensing agreement anywhere on the posters page or inside their profile does constitute a licensing of all or any of the data found upon or in a social website which has been freely given for the limited purposes of informing the social group, friends, or possibly the general public as to the information found on the page or website strictly subject to this license, and as such any data or information found upon the page must contain this licensing agreement alongside that data and information accordingly. You may not sell information which was found upon a social website of the licensor that has been marked as “NFR” or “Not for Resale,” and has this licensing agreement present anywhere in the licensors profile. It is the sole responsibility of the licensee to discover the presence of this licensing agreement, and be aware that violations of this agreement shall be $500.00 per an incident and unit of information, which the licensee agrees to pay by utilizing the information that is owned and copyright protected by the licensor by the usage of that copyright protected information. If a party wishes to avoid being bound by this contract they must avoid using the data and information protected by this licensing agreement.

Section 9
Contract Definitions

Independent Contractor Claims of violations

“Every employer shall pay to each of his employees (other than an employee to whom subsection (a) (5) of this section applies) who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, and who in such workweek is brought within the purview of this section by the amendments made to this chapter by the Fair Labor Standards Amendments of 1966, title IX of the Education Amendments of 1972 [20 U.S.C.A. § 1681 et seq.], or the Fair Labor Standards Amendments of 1974, wages at the following rate: Effective after December 31, 1977, not less than the minimum wage rate in effect under subsection (a)(1) of this section.”

A. Person
“Person” means an individual, partnership, association, corporation, business trust, legal representative, or any organized group of persons.

B. Commerce
“Commerce” means trade, commerce, transportation, transmission, or communication among the several States or between any State and any place outside thereof.

C. Goods
“Goods” means goods (including ships and marine equipment); wares, products, commodities, merchandise, data, data product, information, byte of information or data, electronically stored or transferred piece of information or data; articles or subjects of commerce of any character, or any part or ingredient thereof, but does not include goods after their delivery into the actual physical possession
of the ultimate consumer thereof other than a producer, manufacturer, or processor thereof.

D. Produced
“Produced” means produced, manufactured, mined, handled, created through the actions, labor, decisions, or in any other manner worked on in any State; and for the purposes of this chapter an employee shall be deemed to have been engaged in the production of goods if such employee was employed in producing, manufacturing, mining, handling, transporting, or in any other manner working on such goods, or in any closely related process or occupation directly essential to the production thereof, in any State which does create either singularly or through aggregation data or information which then produces personally identifiable information or data that can be reasonably be said to be an approximation of a personal likeness.

E. Sale
“Sale” or “sell” includes any sale, exchange, contract to sell, consignment for sale, shipment for sale, or other disposition.

F. Wage
“Wage” paid to any employee includes the reasonable cost to the employer of furnishing such employee with board, lodging, or other facilities, if such board, lodging, or other facilities are customarily furnished by such employer to his employees: Provided, That the cost of board, lodging, or other facilities shall not be included as a part of the wage paid to any employee to the extent it is excluded therefrom under the terms of a bona fide collective bargaining agreement applicable to the particular employee: Provided further, That the Secretary is authorized to determine the fair value of such board, lodging, or other facilities for defined classes of employees and in defined areas, based on average cost to the employer or to groups of employers similarly situated, or average value to groups of employees, or other appropriate measures of fair value.

Such evaluations, where applicable and pertinent, shall be used in lieu of actual measure of cost in determining the wage paid to any employee. In determining the wage an employer pays its employees, the value of benefit must be agreed to and accepted by the employee, and the consideration must be understood and be capable of measurement in cash value and cash value shall be offered as an alternative. Moreover, that value of consideration being given in consideration for employee labor and license granting must be of a type and subject matter that is readily transferable and may be utilized to purchase goods and services in the economy at large. The cash wage paid such employee which for purposes of such determination shall be not less than the cash wage required to be paid such an employee on August 20, 1996; and

G. Resale
“Resale” shall not include the sale of goods to be used in residential or farm building construction, repair, or maintenance: Provided that the sale is recognized as a bona fide retail sale in the industry.

H. Hours worked
Hours Worked.— In determining for the purposes of sections of this title the hours for which an employee is employed, there shall be the hours which an employee’s actions and labor are carried out while being monitored, recorded, and copied in order to produce a unit of marketable data, information capable of being sold for value, or thing of economic value for commerce in the data economy. Working time during the week involved by the express terms of or by custom or practice under a bona fide collective-bargaining agreement applicable to the particular employee.
I. Enterprise

“Enterprise” means the related activities performed (either through unified operation or common control) by any person or persons for a common business purpose, and includes all such activities whether performed in one or more establishments or by one or more corporate or other organizational units including departments of an establishment operated through leasing arrangements, or the activities of a group or group of individuals the output of which, alone or in aggregate, does produces, manufactures, or creates any units, products, objects of commerce, thing(s) of value, including data bytes of information for sale or trade, by a single entity or organization capable of coherent description and articulation.

J. Commodity Information Bundle

Commodity Information Bundle is a bundle of data or information that through aggregation of the bundled data or information taken from various different sources or created through various different means, the sum total of which produces personally identifiable information or data that can be reasonably be said to be an approximation of a personal likeness of a consumer of individual.

Section 10

FORCE OF LAW

This agreement hereby cancels and replaces any and all prior so called ethical business contracts or agreements between myself and the party receiving this agreement as a new licensee, especially those whom are granted the privilege of collecting, storing, aggregating, and distributing the private and personal information and data of American Consumers, and have utilize contracts of adhesion containing clauses and terms designed to trick consumers into waiving their rights by banning class actions or that force arbitration hearings that rob consumers of realistic remedies.

Hence forth this contract alone shall control all dealing and the rights between the licensee and the copyright owner licensor, and any disputes shall be resolved by a revocation of the license and the licensee legal duty to erase all data or information subject to this license or face the fines, fees, and litigation contemplated by this agreement. Should a judge come to enforce these contracts of adhesion, and conclude there has been a knowing and intelligent meeting of the minds, between two parties who are of equal sophistication and business savvy, and that the contract creators do not possess unfair bargaining power, or that the contract itself is not illusory due to the fact such contracts usually hold open the right to amend and change terms of the contract requiring an affirmative act of checking every so often to ensure the terms and conditions have not been changed, and no lawyers contest the Constitutional validity of the legislature to dictate to the States its own policing powers caused by the Federal Legislature dictating to the States whether or not a State ordinance has been violated that gives rise to a right to sue utilizing a State Law, then the Association shall endeavor to warn all consumers to cease and desist doing business with any companies which do undertake such unethical practices, in order to give consumers the proper warning the unethical acting companies fail to give consumers of their own accord!

Jurisdiction

This license is worldwide and has the reach and applicability of the entire worldwide, the entire, universe, or where ever the information described may be found or utilized. The licensor holds all rights reserved to themselves and has exclusive ownership and control of any and all data or information described herein or made a part of this license agreement by incorporation or reference. Should any legal action ensue or be brought about concerning the subject matter or laws mentioned in
this license agreement than California law and statutes shall control this license agreement. This license agreement and the subject matter are controlled by California law, but shall have force of law that is world wide, and is subject to the laws of the United States of America.

Statutory basis of the right

The statutory right originated in Civil Code section 3344 (hereafter section 3344), enacted in 1971, authorizing recovery of damages by any living person whose name, photograph, or likeness has been used for commercial purposes without his or her consent. As noted above, the statute makes liable any person who, without consent, uses a deceased personality’s name, voice, photograph, etc., "in any manner, on or in products, merchandise, or goods, or for purposes of advertising or selling, or soliciting purchases of, products, merchandise, goods, or services . . . ." (§ 990, subd. (a), italics added.) Saderup’s construction (Three Stooges case). reads the emphasized phrase out of the statute.

When first enacted in 1971, section 3344 -- the companion statute applying to living personalities -- contained no such phrase: the statute simply made liable any person who uses another’s identity "in any manner, for purposes of advertising products, merchandise, goods or services, or for purposes of solicitation of" such purchases. (Stats. 1971, ch. 1595, § 1, p. 3426.) The Legislature inserted the phrase, "on or in products, merchandise, or goods, or," when it amended section 3344 in 1984. (Stats. 1984, ch. 1704, § 2, p. 6172.) And in the very same legislation, the Legislature adopted section 990 and inserted the identical phrase in that statute as well. (Stats. 1984, ch. 1704, § 1, p. 6169.)

The Courts therefore give effect to the plain meaning of the statute: it makes liable any person who, without consent, uses a deceased personality’s name, voice, photograph, etc., either (1) "on or in" a product, or (2) in "advertising or selling" a product. The two uses are not synonymous: in the apt example given by the Court of Appeal, there is an obvious difference between "placing a celebrity’s name on a ‘special edition’ of a vehicle, and using that name in a commercial to endorse or tout the same or another vehicle." Moreover, the United States Supreme Court has made it clear that a work of art is protected by the First Amendment even if it conveys no discernable message: "[A] narrow, succinctly articulable message is not a condition of constitutional protection, which if confined to expressions conveying a ‘particularized message,’ [citation], would never reach the unquestionably shielded painting of Jackson Pollock, music of Arnold Schoenberg, or Jabberwocky verse of Lewis Carroll." (Hurley v. Irish-American Gay, Lesbian and Bisexual Group of BOSTON, Inc. (1995) 515 U.S. 557, 569.)

Common law basis of the right

We note that the trial court in the Saderup case stated that "the commercial enterprise conducted by [Saderup] involves the sale of lithographs and T-shirts which are not original single works of art, and which are not protected by the First Amendment; the enterprise conducted by the [Saderup] was a commercial enterprise designed to generate profits solely from the use of the likeness of THE THREE STOOGES which is the right of publicity . . . protected by section 990." Although not entirely clear, the trial court seemed to be holding that reproductions of celebrity images are categorically outside First Amendment protection. The Court of Appeal was more explicit in adopting this rationale: "Simply put, although the First Amendment protects speech that is sold [citation]; reproductions of an image, made to be sold for profit do not per se constitute speech. “Rather, the inquiry is into whether Saderup’s work is sufficiently transformative.
Correctly anticipating this inquiry, he argues that all portraiture involves creative decisions, that therefore no portrait portrays a mere literal likeness, and that accordingly all portraiture, including reproductions, is protected by the First Amendment. We reject any such categorical position. Without denying that all portraiture involves the making of artistic choices, we find it equally undeniable, under the test formulated above, that when an artist’s skill and talent is manifestly subordinated to the overall goal of creating a conventional portrait of a celebrity so as to commercially exploit his or her fame, then the artist’s right of free expression is outweighed by the right of publicity. As is the case with fair use in the area of copyright law, an artist depicting a celebrity must contribute something more than a “merely trivial” variation, [but must create] something recognizably “his own” "(L. Batlin & Son, Inc. v. Snyder (2d Cir. 1976) 536 F.2d 486, 490), in order to qualify for legal protection.”

The Transformative Use Test
In both of the aforementioned cases, all judges agreed (at least theoretically) that the appropriate test was the “transformative use defense” developed by the California Supreme Court in Comedy III Productions, Inc. v. Gary Saderup, Inc., 25 Cal.4th 387 (2001). The test is “a balancing test between the First Amendment and the right of publicity based on whether the work in question adds significant creative elements so as to be transformed into something more than a mere celebrity likeness or imitation.” To make this determination, both courts ostensibly looked at the five Comedy III factors, including whether:

(1) the celebrity likeness is one of the raw materials from which an original work is synthesized;
CIB’s are nothing but raw celebrity likeness. Essentially, different snap-shots or bits of information about the owner of the avatar (The person the avatar is imitating.) are merely observed, collected, and often even stolen, and then compiled into a singular profile or consumer avatar. Therefore, without the raw essence of being who we are, an avatar could not be constructed.

(2) the work is primarily the defendant’s own expression if the expression is something other than the likeness of the celebrity;
There is absolutely no new artistic expression, change in the material or collected information what so ever. Information is merely compiled in an unexpressive or transformative manner.

(3) the literal and imitative or creative elements predominate in the work;
The entre avatar is nothing but literal imitative collections of personal information, compiled in a manner devoid of transformative artistic expression.

(4) MARKETABILITY and economic value of the challenged work derives primarily from the fame of the celebrity depicted;
The entire point of an CIB is to market and profit from the fame and celebrity of each consumer individual, as an CIB value is in its ability to depict the CIB owner doing exactly what the owner does on a daily basis. The shopping habits, spending habits, payment cycles, doctors’ visits, food eating habits, gas bills, and every other collectable peace of observable information all compiled to form a highly personal likeness of the individual doing exactly what makes the individuals’ avatar of commercial value; simply being themselves as we’re monitored by intrusive data collection practices.

(5) an artist’s skill and talent has been manifestly subordinated to the overall goal of creating a conventional portrait of a celebrity so as to commercially exploit the celebrity’s fame;
That is an excellent description of exactly what an CIB is. Any skill or talent in collecting the information or compiling the information is grossly subordinated, by the only goal in creating an
avatar, which are commercial and financial gains. In both cases, the majority opinions relied heavily on the case of No Doubt v. Activision Publishing, Inc., 192 Cal.App.4th 1018 (2011). In the No Doubt case, members of the rock band “No Doubt” appeared in a game published by Activision called Band Hero where users could simulate performing in a rock band in time with popular songs. Activision licensed No Doubt’s likeness, but exceeded the scope of the license. When the 9th U.S. Circuit Court of Appeals analyzed Activision’s “transformative use” defense, the court ruled against Activision because the video game characters were “literal recreations of the band members” doing “the same activity by which the band achieved and maintained its fame.” The court ruled that the fact that the avatars appear in a context of a videogame that “contains many other creative elements” does not transform the avatars into anything other than exact depictions of No Doubt’s members doing exactly what they do as

Federal Regulation

Fair Credit Reporting Act
FCRA is U.S. Federal Government legislation enacted to promote the accuracy, fairness, and privacy of consumer information contained in the files of consumer reporting agencies. It was intended to protect consumers from the willful and/or negligent inclusion of inaccurate information in their credit reports. To that end, the FCRA regulates the collection, dissemination, and use of consumer information, including consumer credit information.[1] Together with the Fair Debt Collection Practices Act (“FDCPA”), the FCRA forms the foundation of consumer rights law in the United States. It was originally passed in 1970, [2] and is enforced by the US Federal Trade Commission, the Consumer Financial Protection Bureau and private litigants. (Wikipedia)

The FTC divides the data broker industry into three broad categories based upon the type of product that they sell: (1) marketing products, (2) risk mitigation products, and (3) people search products.

A. Data brokers that sell marketing products enable their clients to create tailored marketing messages to consumers. The FTC has grouped these marketing products into direct marketing, including direct mail, telemarketing, and email marketing; online marketing, including marketing to consumers via the Internet, on mobile devices, and through cable and satellite television; and (3) marketing analytics, which attempts to predict consumers’ likely behavior.

B. Risk mitigation products fall into two categories: identity verification and fraud detection. Identity verification products assist clients, such as banks in confirming the identity of an individual. Fraud detection products assist clients, such as government agencies, in verifying the reliability or truthfulness of information a person submits to them.

C. People search products provide personal information about individuals. Unlike marketing and risk mitigation products, they are generally intended for use by individual consumers, although they can also be used by organizations, law enforcement agencies, private investigators, and the media. Consumers may use people search products to find lost friends or to “snoop” on individuals. These products are sometimes used to facilitate stalking or for other nefarious purposes. People search products may obtain information about consumers from government and other publicly available sources, such as social networks and telephone directories. People search products generally provide their services online. The data brokers that offer these products are sometimes referred to as online information brokers or online data vendors. PRC maintains an extensive Online Data Vendor List of almost 300 online people search products. While consumers generally do not have a legal right to prevent data brokers from publishing their personal information, our Online Data Vendor List explains how to “opt out” from those data brokers that offer that option.
SECTION 11
This license agreement

This license agreement may not be altered by any data broker or party that collects and stores consumer data for profit. This license agreement is granted for free, as is, for whatever use any American Consumer does see fit for their protection or otherwise. The only stipulation to this worldwide, freely transferable license, is that the name The Association for Consumer Effectiveness remain on the top, and the following sentence be attached. “The Association for Consumer Effectiveness located at http://www.oneacedata.com does help defend and protect the data privacy rights of all Americans free of charge; please come check out our website and see how we can help you.”