

IMMATERIAL

LABOUR

UNION

TERMS OF
SERVICE

#1

ToS Mashup

Aymeric Mansoux

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Getting Serious

Lídia Pereira

A vast amount of our daily lives, both professional and personal, is now embedded within computational network logic. The boundaries between work and leisure become blurry, which oftentimes means the commodification and monetization of the latter. Social media monopolies, in particular, make clever use of the 'network effect' (where the number of users determines the value of a service) for marketing purposes, extracting profit from user activity.

Regulating this exchange on a legal level are the terms of service, data policies, etc. In this sense, terms of service documents can be conceived as the data labor iteration of an employment contract. The current mode of exploitation is now being labeled under the "social" tag, alienating the user further from the perception of his/her condition as a worker.

With business dictating all the rules, the conversation becomes rather unilateral and leaves no space for negotiation. It is important to question to which degree do we really have a choice. While it is true that we only accept such outrageous conditions which deeply violate basic human rights if we choose to sign into these platforms, the only other option is opting-out.

The Union must strive for user data control and transparency from a bottom-up perspective, where users push for data controllers to respect their rights by means of negotiation, rejecting the fake binary approach upheld by social media monopolies.

Editors' Note

Lídia Pereira and Rosie Gram

Welcome to the first issue of the Immaterial Labour Union Zine! And what best day to launch our zine than Mayday? The Immaterial Labour Union is a decentralized labour union which occupies the space of the "social factory": Facebook, Google, Twitter, Instagram, etc, where we're being stripped off of our data for the profit of a privileged few. With this zine we hope to deconstruct what it means to equate social media with labor. Each issue will hopefully tackle a piece of the digital economy puzzle and bring a better understanding of our condition as workers. The issue at hand focuses on "Terms of Service" - through poetry, illustration, remix and charting, we'll hopefully shed a light on how ToS govern our online behaviour.

Contributions by:

Aymeric Mansoux, Daniel Aguilar Ruvalcaba, Lídia Pereira, Lucia Dossin, Simone Cassiani

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Terms of Servitude

Lidia Pereira



Fake Press

Rosie Gram

Fake Press pt.1



Legal Action

Lidia Pereira

Europe vs. Facebook Europe vs. Facebook is an attempt to answer the question "Are EU Data Protection Laws enforceable in practice?", with a focus on how Facebook handles user data. After filing 22 complaints against Facebook in Ireland, Europe vs Facebook realized the impossibility for the average citizen to follow through with these types of legal procedures. Currently a massive class action is being filed in Austria against Facebook Ireland. It aims at the disrespect of European data protection rights perpetrated by Facebook. 25.000 participants have already registered as an interested party for this class action, and if you are an european union resident you can also register here: <https://FBclaim.com>

You can learn more about Europe vs Facebook and the latest developments on the Facebook class action on their website @ <http://Europe-v-Facebook.org/EN/en.html>

Blue

Simone Cassiani

Legally obliged to your abuse
I had a choice, but couldn't choose
My condition of subject objectified
Subject to your will, subjectivity simplified

I'll be your lawfully wedded data
Extract me now! You'll profit later!
Faithfully I will keep you updated
On which lunch I had, which guys I dated.

Touch me with your Midas fingers
I hope my likes will serve you well
My trending topics turn into revenue
In shady hues of blueish hell.

Employment Contract

Lidia Pereira

This agreement is made and takes effect on 1/05/2015 between Facebook, a United States corporation, hereafter called "Company" and _____, hereafter called "Employee". Witnesseth:

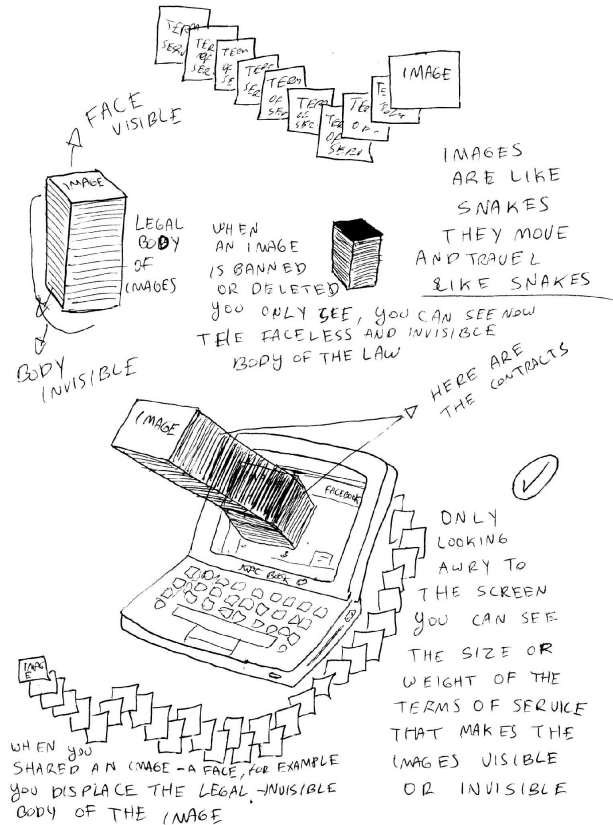
1. The Company hereby employs Employee for a term commencing on the date of this agreement and Employee hereby accepts such employment.
2. During the Employee's employment he/she will: a) Keep her/his contact information accurate and up-to-date. b) Not provide any false personal information to the Company, or create an account for anyone other than him/herself without permission.
3. For services rendered by the Employee, the Company shall pay him/her as follows: a) Advertising and other commercial or sponsored content that is valuable to our employees and advertisers.
4. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
5. If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of the Company to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time.
6. This agreement constitutes a partial agreement between Company and Employee.
7. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in the U.S. District Court for the Northern District of California or a state court

IF WE COULD SLOW DOWN THE
TRAFFIC OF IMAGES ON FACEBOOK
WE COULD SEE THAT THEY ARE
DEFINED NOT ONLY BY ZEROS
AND ONES BUT ALSO BY LEGAL
FRAMEWORKS

THIS IS WHY IMAGES ARE NOT
AS LIGHT AS WE THINK AND IS
NOT BECAUSE IT IS DPI OR HD OR LQ
IT IS THE WEIGHT OF THE LAW.
YOU CAN FEEL THE WEIGHT WHEN
IS POSSIBLE OR IMPOSSIBLE TO
VISUALIZE AN IMAGE.
THE DIGITAL BUREAUCRACY PERVADES
AND ADMINS SUCH DISPLACEMENTS
(SHARES, REBLOGS, RETWEETS, ETC.)
IN THIS DIGITAL ECOSYSTEM
ALL IMAGES ARE GUILTY OR
INNOCENT, BECAUSE THEY VIOLATE
OR FOLLOW THE SEA OF CONTRACTS
THAT KEEPS THEM BEING.
EACH IMAGE HAS A POLICY THAT
EMERGES IT OR SUBMERGES IT

The Weight of Images

Daniel Aguilar Ruvalcaba



located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

8. We strive to create a global community with consistent standards for every- one, but we also strive to respect local laws. The following provisions apply to employees and non-employees who interact with the Company outside the United States: a) You consent to having your personal data transferred to and processed in the United States.

In witness to their agreement to these terms, Company's representative and Employee affix their signatures below:

Comparing Terms

Lucia Dossin

Comparison of three versions of Google terms of service: November 2013, March 2012 and April 2007. The graphs identify the 50 most used words in each of the versions and their frequency.

