

# This EULA Will Make You Rethink Every App and Online Service You Use

- By [Jaron Lanier](#)
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We aren't creating enough opportunity for enough people online. The proof is simple. The wide adoption of transformative connecting technology should create a middle-class wealth boom, as happened when the Interstate Highway System gave rise to a world of new jobs in transportation and tourism, for instance, and generally widened commercial prospects. Instead we've seen recession, unemployment, and austerity.

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I wonder if thinking about lemonade stands might help. Can we compare the internet to the road that must precede a lemonade stand?

The government built the road. The whole idea of a public road is to push entrepreneurship up to a higher level. Without the government there would have most likely been a set of incompatible digital networks, mostly private, instead of a prominent unified internet. (Al Gore actually played a crucial role in bringing that unity about when he was a senator, following in the footsteps of his father, who had facilitated the national system of interstate highways.)

Without the public road, and utterly unencumbered access to it, a child's lemonade stand would never turn a profit. The real business opportunity would be in privatizing other people's roads.

Similarly, without an open, unified network, the whole notion of business online would have been entirely feudal from the start. Instead, it only took a feudal turn around the turn of the century. These days, instead of websites on the open internet, people are more likely to create apps in proprietary stores or profiles on proprietary social media sites.

**Here's the end-user license agreement (EULA) no one would read in the utopia they pine for:**

Dear parents or legal guardians of \_\_\_\_\_

As you may be aware, your daughter is one of \_\_\_\_\_ children in your neighborhood who recently applied for a jointly operated StreetApp® of the category "Lemonade Stand."

As the owner / operator of the street on which you live, and on which this proposed app would operate, StreetBook is required by law to obtain parental consent. By clicking on the “yes” box at the bottom of this window, you acknowledge you are \_\_\_\_\_’s parent or legal guardian, and also agree to the following conditions:

1. A percentage of up to 30% of revenues will be kept by StreetBook.

*[This clause reflects the revenue model established in app stores.]*

2. You will submit lemonade recipes, your stand design, signage, and the clothing you will wear to StreetBook for approval. StreetBook can remove your stand at any time for noncompliance with our approval process.

*[This provision is also inspired by the practices of app stores.]*

3. All commerce, not limited to lemonade purchases, will be conducted through StreetBook. Customers must have StreetBook accounts even if they live on a street owned and operated by a StreetBook competitor. StreetBook will place a hold on all moneys in order to collect interest, and might place a longer hold if any party makes claims of fraud or activities that violate this agreement or any other residential use agreement.

*[This provision is inspired by the business models of online payment services.]*

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4. A \$100 annual fee must be paid to be a lemonade stand developer.

*[This is again an example of following in the successful footsteps of app stores.]*

5. Limited free access to StreetBook’s curb in front of your house is available in exchange for advertising on your body and property. The signage of your lemonade stand, the paper cups, and the clothing worn by your children must include advertising chosen solely by StreetBook.

*[This follows on the model of social network and search companies.]*

6. If you choose to seek limited free access to use of the curb in front of your house, you must make available to StreetBook a current inventory of items in your house, and allow StreetBook to monitor movement and communications of individuals within your house.

*[This follows on the business model pioneered by search, social network, and other seemingly free services.]*

7. By accepting this agreement, you agree that any liabilities related to accidents or other events in the vicinity of your StreetApp® will be solely the responsibility of you

and other individuals involved. We provide the ability for you to connect with others, and profit from that, but you take all the risk.

*[The general character of EULAs inspires this clause.]*

8. You acknowledge that you have been notified that StreetBook’s internal procedures for security and privacy don’t take into account how our systems might be taken advantage of by criminals or pranksters who are able to combine data we give out freely with data given out freely by other businesses, such as the privatized utilities you are signed up to. You agree that you will have to learn to think like a hacker if you wish to be in control of your accounts.

*[Wired reporter Mat Honan [was famously hacked](#) because lulzseekers could use information from different Siren Servers to assemble enough data to steal his identity. But no single server was to blame, naturally.]*

9. For additional fees, you can purchase “premium address” services from StreetBook. These include lowering your visibility to door-to-door solicitors and increasing your visibility for food delivery and repair businesses you have contacted. By accepting this agreement, you agree to receive information about our premium services by phone and other means.

*[This clause was inspired by the practices of certain social networking and review sites.]*

10. Portions of your local, state, and federal taxes are being applied to the government bailout of StreetBook, which is obviously too big to fail. You have no say in this, but this clause is included just to rub it in.

*[This clause is inspired by the success of the high-tech finance industry.]*

Please click “next” to proceed to page 2 of 37 pages of conditions. Click here to accept. StreetBook is proud to support a new generation of entrepreneurs.

**STREETBOOK MAY CHANGE OR AMEND ANY AND ALL ASPECTS OF THIS AGREEMENT ENTERED INTO BY YOU AT ANY TIME. STREETBOOK ACCEPTS NO LIABILITY OF ANY KIND.**

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