

A **MAD** Look at Google's Most Sinister Terms and Conditions Yet

This is 10/2024, and the email from Google's "Updated terms and conditions" email of May 2024 sound no less insane than they did six months ago. Mostly nonsense interspersed with goodly amounts of poppycock, they seemed to be trying to convey:

Google Haiku

What is our's is our's
What is your's is our's as well
Google is like that

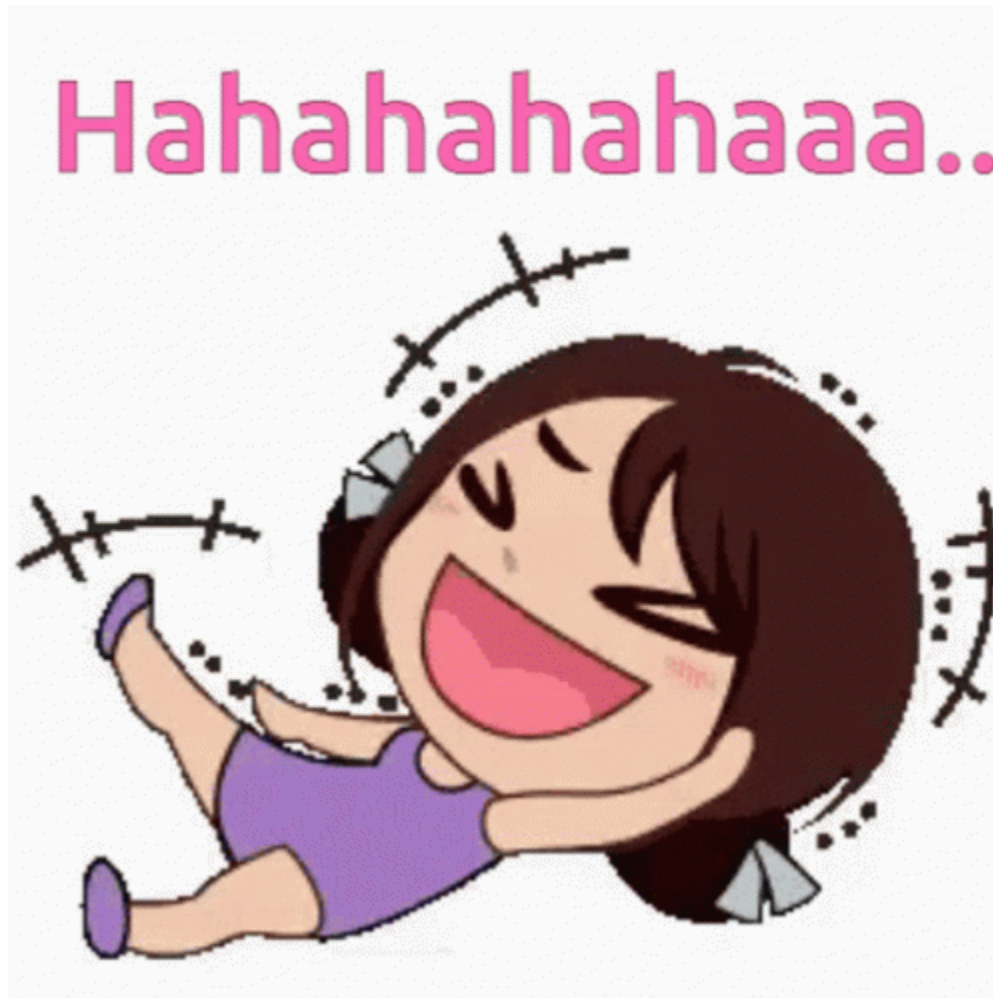
- Your data is yours. And it is still yours, and you still own the rights to it: you decide who can use it and when and what for. However, Google can also use your data, and without telling you or asking your permission, and in ways that haven't been invented yet.

Similarly, you can delete your data. At least, sometimes you can think you can. Except sometimes you can't. And it's never really deleted.

- These changes won't affect the way you use our [services](#), but they should help make it easier for you to understand what to expect from Google — and what we expect from you — as you use our services.

Uhhhh >yeah!< <https://www.youtube.com/watch?v=oPAY2LsKVEw>

- If you're under the [age required to manage your own GoogleAccount](#):
 - We sent this email to your parent or guardian so that they can help you understand our updates better.
 - Please discuss this email with your parent or guardian to decide if you need to do anything different with your account.



- **If you're a parent or guardian, and you allow your child to use the services:**
 - Please review the updates to our terms with your child and help them decide whether they need to make any changes to their account.
 - Please remember that these terms apply to you and you're responsible for your child's activity on the services.

For example: your child has been using the Google services to call in sick to school using your voice. In this case, you are both in a whoooooe lotta trouble.

- **You may not copy anything**

You have no right to make copies of anything at all you find on google, including street addresses, phone numbers, etc. This sentence is pure nonsense but that does not change the fact that you can google the restaurant you will be going to for dinner, to find their address. But you can't write it down. It is not yours and you have no right or permission to do so. Google will absolutely not tolerate copyright violations. As stated above, you own your data, and retain full rights to it after you send it in a gmail or keep it in Google Docs. But if we get a complaint that you have plagiarized some other customer's work, you will be terminated instantly. This does not change the fact that Google can use your content in ways that might not even exist yet, and without telling you. Thus out of the three parties, only you can be guilty of plagiarism.

- **We have you on the hook now**

The fact that you use our free service(s) obligates you to us, there being terms and conditions, and having used the service, you have implicitly agreed to the terms and conditions, and are now obliged to abide by them. And they might change. And they said they might change before you agreed, so now that you agreed, you might now be legally compelled to anything at all. Since Google is not into robbing trains, it will not be that. But everyday, as part of your morning routine, you should check to see if there are any new updates to the Google terms and conditions, so you can keep abreast of what is expected of you.

Google will set the amplitude... Google will set the frequency.

The purpose of this document is to clarify what we expect from you.

Because you used the service(s) you are obliged to us to follow the terms and conditions, and because you are obliged to us, we are justified in harassing you by giving you orders to not breach the terms and conditions, by nagging you to not forget to not breach the terms and, address you like a criminal, warn you not to commit this crime or that, ting a crime that you haven't.

- You can stop using the services at any time without penalty.

This is Bugs Bunny volunteering "He's not in the stove!"

<Thick Irish Accent>Oh-Hooooooo!!!!

So, you're talkin' in your meetings about rolling out a little exit fee, areya?

One thing we conveniently overlook in this document -this clarification of terms and conditions - is that this email was sent with a falsified, nonexistent "no-reply" email address. Which was made illegal by the CAN-SPAM act, and is punishable by a fine of up to \$51,000 for each offense. Since we have a lot of users, at \$1M in fines for every 20 copies of this malicious, nasty email, this probably means that we now owe more in fines than has ever been printed.

Of course, everybody already knows, paper junkmail, junk email (spam), and unwanted sales calls at dinnertime are all illegal. But since nobody knows about the CAN-SPAM act, and since we have officially abandoned our motto, "Don't be evil" at our employees' insistence, a full five or 10 years having passed since we lived up to it, we are now morally bankrupt, and couldn't care less, we are doing the same thing that was made illegal with paper mail and telephone calls and nigerian cashiers check emails, as long as we get away with it, and reassure each other that we are above the law.

We furthermore, to add insult to injury and beat you into submission so thoroughly that you will from that day on be meek and diminutive, and we can bully you even more easily, we are not only sending you this nasty malicious pack of outright lies with demands that you obey our terms by the logic that you agreed to do so implicitly by continuing to use our services after reading this, but are sending it to you in a "No-Reply", eliminating any possibility of confirming that it was read, and in fact , when we know full well that many copies never -will- be read, having not been delivered to the recipient, having been discarded by the person or company's mail server or client software junk mail.

- Our new Terms of Service won't affect your Google Workspace agreement with your customers. These new terms will only apply to your customers' users who've been given access to [Google](#)

<Irritated, pointing finger>Now look here, my friend: We are **NOT** the GOOGLEAN PEOPLE'S FRONT!!

<Proudly>We are the *People's Front of Googlea*.

- You can also end your relationship with us at any time, without penalty

OMG!!! Whouda thunk?

You're telling us that in the future, there will be some sort of penalty for ending our relationship with you.

But how could there possibly **be** such a penalty? Did I miss some announcement regarding the United States of Google or something?

Now, if there -was- such an exit fee rolled out, in an update to terms and conditions already agreed to a priori, it would undoubtedly have a base amount and pro-rated xtra charges for those who use additional free features, such as mail forwarding, at a fraction of a penny per msg. Or, instead of exit fees, there could be just plain fees, and an exit clause saying one cannot exit until one's balance is paid, a la DMV (non -operational status filing). Either way, users like myself who a)forward all of our gmail to somewheres else, and b)aspire to hike the Pacific Crest Trail from Mexico to Canada, and will have better things to think about en route than our free email - might come home to find we received a bill for 100s or Ks of \$\$ from Google for PFE (Previously Free Email) charges.

With this in mind, and remembering: "If you violate the T&C of our free services, we might penalize you in ways beyond termination of service", a specific economy of expression to Google's email emerges: all therein directly supports either the billing of a range of layers of an organization from the top down for penalties for breaches of the T&C made at the lowest level of that range, or 2)billing of parents for penalties for T&C breaches by their children.

-dkl

Saratoga, CA, 10/2024

doug.landau@gmail.com

We're updating our Terms of Service on May 22, 2024, so we wanted to let you know ahead of time.

These changes won't affect the way you use our [services](#), but they should help make it easier for you to understand what to expect from Google — and what we expect from you — as you use our services.

You can see the [new terms here](#). We also summarized the changes at the bottom of this email.

What do I need to do?

- **If you're under the [age required to manage your own GoogleAccount](#):**
 - We sent this email to your parent or guardian so that they can help you understand our updates better.
 - Please discuss this email with your parent or guardian to decide if you need to do anything different with your account.
- **If you're a parent or guardian, and you allow your child to use the services:**
 - Please review the updates to our terms with your child and help them decide whether they need to make any changes to their account.
 - Please remember that these terms apply to you and you're responsible for your child's activity on the services.
- **If you're the administrator of a Google Workspace corporate or educational account and you've enabled your users to access [Google Additional Services](#):**
 - Our new Terms of Service won't affect the Google Workspace agreement between Google and your organization. These new terms will only apply to those users to whom you've given access to [Google Additional Services](#). You can always manage whether your users have access to Google Additional Services, and which ones, in your Admin console.
- **If you're a Google Workspace reseller whose customers have enabled their users to access [Google Additional Services](#):**
 - Our new Terms of Service won't affect your Google Workspace agreement with your customers. These new terms will only apply to your customers' users who've been given access to [GoogleAdditional Services](#). Your customers can always manage whether their users have access to Google Additional Services, and which ones, in their Admin console.

- **If you're any other user of the [services](#):**
 - Please read this email to understand our updated terms and your options for further action.
 - If you agree to the new terms, no further action is needed.

What's changing?

You can review the [new Google Terms of Service here](#). At a glance, here's what this update covers:

- **Generative AI terms.** We're moving our existing [Generative AI Additional Terms](#) to our main Terms of Service and adding other AI-related clarifications. For example – we won't claim ownership over original content generated by our AI-powered services.
- **More clarity on abusive activity.** We're providing more examples and details about abuse and interference with our services that isn't allowed.
- **More details on limitations of liability.** For users outside the US, we're adding clarifications to our limitations of liability and indemnity sections to avoid any misunderstandings in light of local laws or customs.
- **More clarity on disputes.** We're clarifying that if you violate our terms, our remedies aren't limited to suspension or termination of your access to the services, but may include other remedies under applicable law. If problems or disputes arise between us about these terms, you'll have the opportunity to describe the issues and address them.
- **Updates to reflect how our services work.** We're adding language about how our services work, and updating certain Google service brand names that have changed over time.
- **For users based in the European Economic Area (EEA) only:**
 - In addition to the changes described above, we're adding more explanatory text to help you understand the legal concept of "guarantees" under EU and local law.
 - For more details, please see this [summary of key changes to the EEA versions of our Terms](#).

If you don't agree to the new terms, you should remove [your content](#) and stop using the services. You can also end your relationship with us at any time, without penalty, by [closing your Google Account](#).