

Cloud Terms of Service and Privacy Policies

In order to run a massive online service that handles tons of user data, you need a lot of permissions from those users. Those permissions are fairly standardized, since the underlying copyright law itself is static — companies like Microsoft and Google need permission to copy and distribute your content to servers around the world to make services like Drive and OneDrive work well. In the end, though, the actual wording of these documents doesn't reveal much — they all set out to do the same thing, and they all accomplish their goals. What's most important is how much trust you're willing to give companies like Google, Microsoft, Apple, and Dropbox as more and more of your data moves to the cloud. Contracts are meaningful and important, but it is actions and history that have consequences, and companies that deal with user data on the web need to start building a history of squeaky-clean behavior before any of us can feel totally comfortable living in the cloud. However at the end of the day the resounding sentiment is “If you don't agree, don't use the service.”

Below are excerpts from terms of service and privacy policies for the five cloud services we looked at and what they mean.

Amazon Cloud Drive

Amazon Cloud Drive includes expansive language about the use and permission it needs to give you access to your music.

5.2 **Our Right to Access Your Files.** You give us the right to access, retain, use and disclose your account information and Your Files: to provide you with technical support and address technical issues; to investigate compliance with the terms of this Agreement, enforce the terms of this Agreement and protect the Service and its users from fraud or security threats; or as we determine is necessary to provide the Service or comply with applicable law.

Apple iCloud

Apple includes language detailing the permissions it needs to give itself to handle your data as well as explaining that it will modify your data for the purposes of transmitting it across networks and displaying it on different types of devices. In terms of copyright infringement, Apple says it will comply with the DMCA, and reserves the right to terminate the accounts of "repeat infringers." Apple also goes one step farther and says it can scan and remove content at *any* time if it's found to be "objectionable" without strictly defining what "objectionable" actually means. This is not an issue for most users using legal data, but it's something to think about if you're putting anything sensitive or on the fringe into your iCloud account.

Except for material we may license to you, **Apple does not claim ownership of the materials and/or Content you submit or make available on the Service.** However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, **you grant Apple a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available,** without any compensation or obligation to you.

[...]

You understand that in order to provide the Service and make your Content available thereon, **Apple may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers.** You agree that the license herein permits Apple to take any such actions.

You acknowledge that Apple is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, **Apple reserves the right at all times to determine whether Content is appropriate** and in compliance with this Agreement, **and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.**

Dropbox

Dropbox policies are more tailored since they cover just Dropbox but it's more vague in that it leaves what permissions they need to run their services as undefined.

By using our Services you provide us with information, files, and folders that you submit to Dropbox (together, "your stuff"). **You retain full ownership to your stuff. We don't claim any ownership to any of it.** These Terms do not grant us any rights to your stuff or intellectual property except for the limited rights that are needed to run the Services, as explained below.

We may need your permission to do things you ask us to do with your stuff, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. **You give us the permissions we need to do those things solely to provide the Services.** This permission also extends to trusted third parties we work with to provide the Services, for example Amazon, which provides our storage space (again, only to provide the Services).

Google Drive

Google has a unified terms of service and privacy policy for all of its devices so the wording is very expansive. They are basically giving themselves the permission they need to offer all the services they provide.

Some of our Services allow you to submit content. **You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.**

When you upload or otherwise submit content to our Services, **you give Google** (and those we work with) **a worldwide license to use, host, store, reproduce, modify, create derivative works** (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), **communicate, publish, publicly perform, publicly display and distribute such content.** The rights you grant in this license are **for the limited purpose of operating, promoting, and improving our Services, and to develop new ones.**

Can Google search through your files and use whatever they want? No. it's clear that Google's after the ability to run its services and sell targeted ads, not dig around in your Drive folders.

We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect Google and our users. We also use this information to offer you tailored content - like giving you more relevant search results and ads.

[...]

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Microsoft Onedrive

The terms of service for Onedrive is similar to Google but they take a much harder stance against copyright infringement and include language where they reserve the right to delete violating content. Other services typically just follow DMCA guidelines and ask that you don't upload anyone else's intellectual property while making it clear any liability for your actions is your own.

Except for material that we license to you, **we don't claim ownership of the content you provide on the service. Your content remains your content.** We also don't control, verify, or endorse the content that you and others make available on the service.

[...]

You understand that Microsoft may need, and **you hereby grant Microsoft the right, to use, modify, adapt, reproduce, distribute, and display content posted on the service solely to the extent necessary to provide the service.**

If you share content on the service in a way that infringes others' copyrights, other intellectual property rights, or privacy rights, you're breaching this contract.

[...]

We may refuse to publish your content for any or no reason. **We may remove your content from the service at any time if you breach this contract or if we cancel or suspend the service.**