**Issue:**

Did Company B violate CFAA Section (a) (2), Section 1201 of DMCA, or both by intentionally and without authorization accessing Company A’s e-Trackit service and copying its content for use in Basketshare.com?

**Rule:**

The CFAA Section (a) (2) prohibits the obtaining of information without authorization and/or exceeding authorized access.

Section 1201 of DMCA prohibits the circumvention of technological measures used to prevent unauthorized access to copyrighted works.

**Analysis:**

CFAA Section (a) (2):

1) Did Company B obtain information without authorization?

Yes, in this case it is alleged that Company B intentionally and without authorization accessed Company A’s e-Trackit service. Then gathered and copied content from there to use in Basketshare.com. Company B obtained a user identification and password issues to a third party who is a client of Company A, by knowingly inducing and threatening that third party to breach an agreement with Company A. Therefore, Company B obtained information without authorization.

2) Did Company B obtain information that exceeded their authorized access?

Yes, Company B obtained information the exceeded their authorized access because Company A’s e-Trackit service is available exclusively to Company A’s clients. Company B was not authorized to access the service or copy the information from it.

DMCA:

1) Did Company B circumvent technological measures to access copyrighted works?

Yes, Company B circumvented technological measures because they did not have authorized credentials to access Company A’s eTrackit system. They obtained a user identification and password from a third party who is a client of Company A, therefore Company B circumvented the technological measures by using login credentials belonging to another party.

**Conclusion:**

Assuming that all of the allegdations are true, I think that Company B has violated both the CFAA Section (a) (2) and Section 1201 of DMCA. This is because Company B obtained information from Company A’s e-Trackit service that both exceeded their authorization and it was obtained without authorization. The e-Trackit service is exclusively available to Company A’s clients, which Company B is not a client. Company B obtained the login credentials from a third party that is a client of Company A’s through use of threats, and then used them to access and obtain information from Company A’s e-Trackit service to then use in Basketshare.com. This is a violation to both unauthorized access through use of login credentials that did not belong to Company B, and exceeded authorized access through the use of those login credentials to obtain information for other purposes. Section 1201 of DMCA was also violated because Company B circumvented the technological measure of needing to have an authorized login and password to access the service. Company B used login credentials that did not belong to them to circumvent the need to login in order to access the information in the e-Trackit service.