

Privacy 101

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Microsoft
April 2014

Agenda

- Privacy: why should you care?
- Data types: PII, and pseudonymous & anonymous data
- Key Privacy Principles: what do they mean?

"The Right to Privacy"

Harvard Law Review, 1890

"Recent inventions and business methods call attention to the next step which must be taken for the protection of the person, and for securing to the individual ...the right to be let alone."



California Law Review

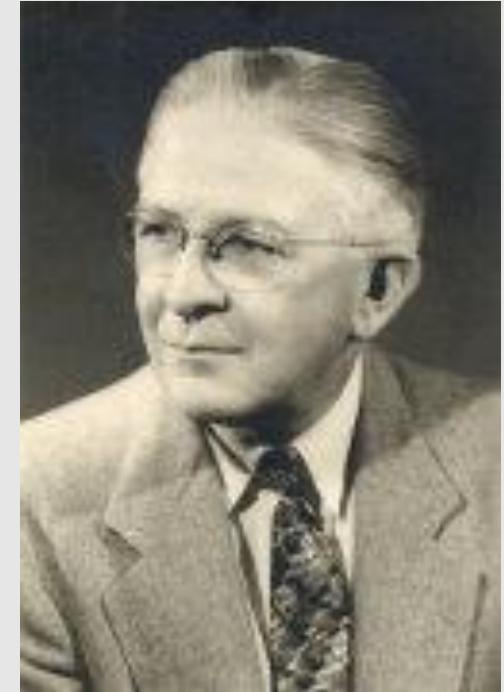
VOL. 48

AUGUST 1960

No. 3

Privacy *William L. Prosser**

1. Intrusion upon seclusion
2. Public disclosure of private facts
3. False light
4. Appropriation of name or likeness



Records, Computers and the Rights of Citizens

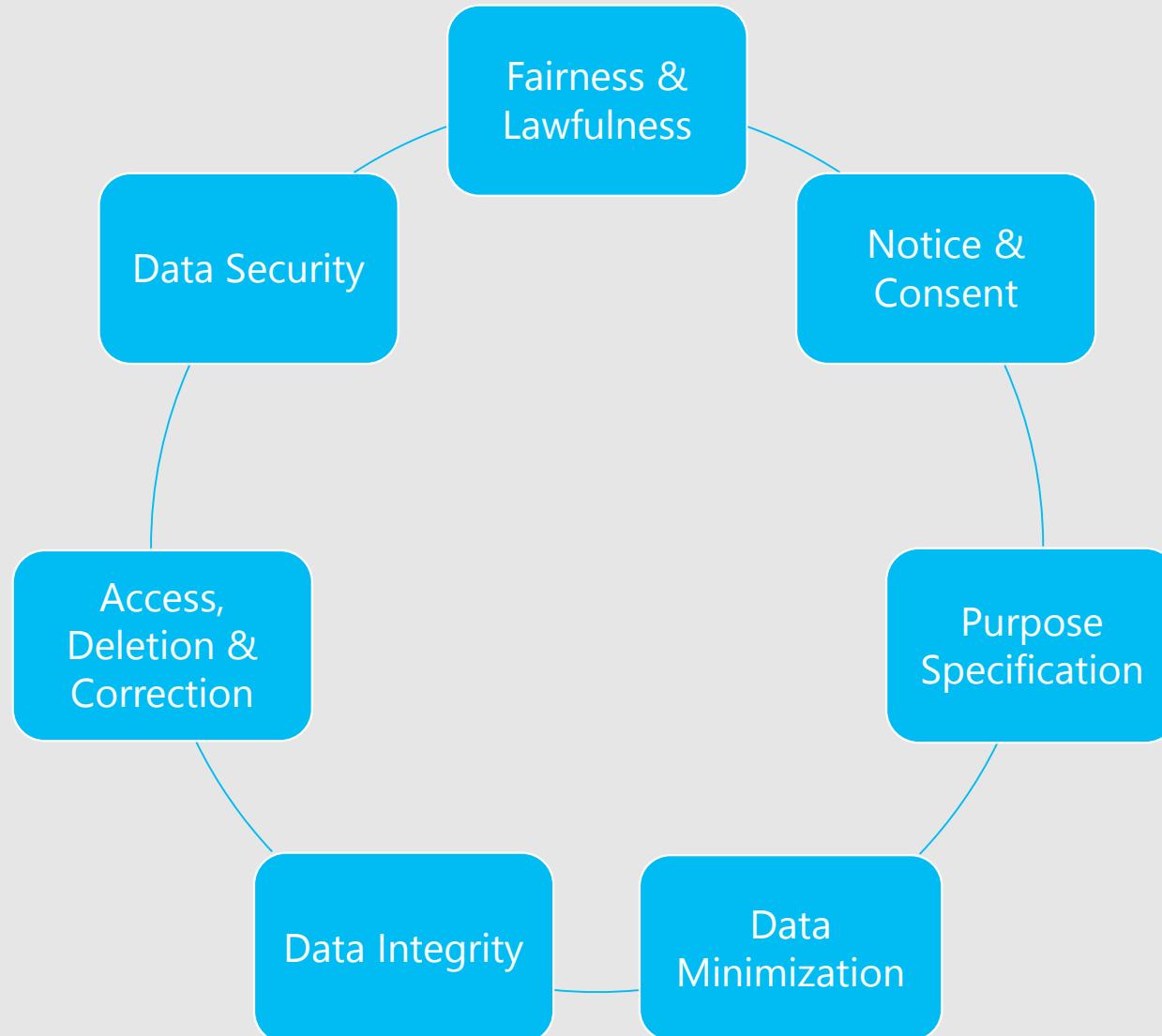
Report of the Secretary's Advisory Committee on Automated Personal Data Systems

July, 1973

OECD Guidelines on the Protection of Privacy and Transborder Flows of Personal Data



General Privacy Principles



Examples of Privacy Regimes

7



United States

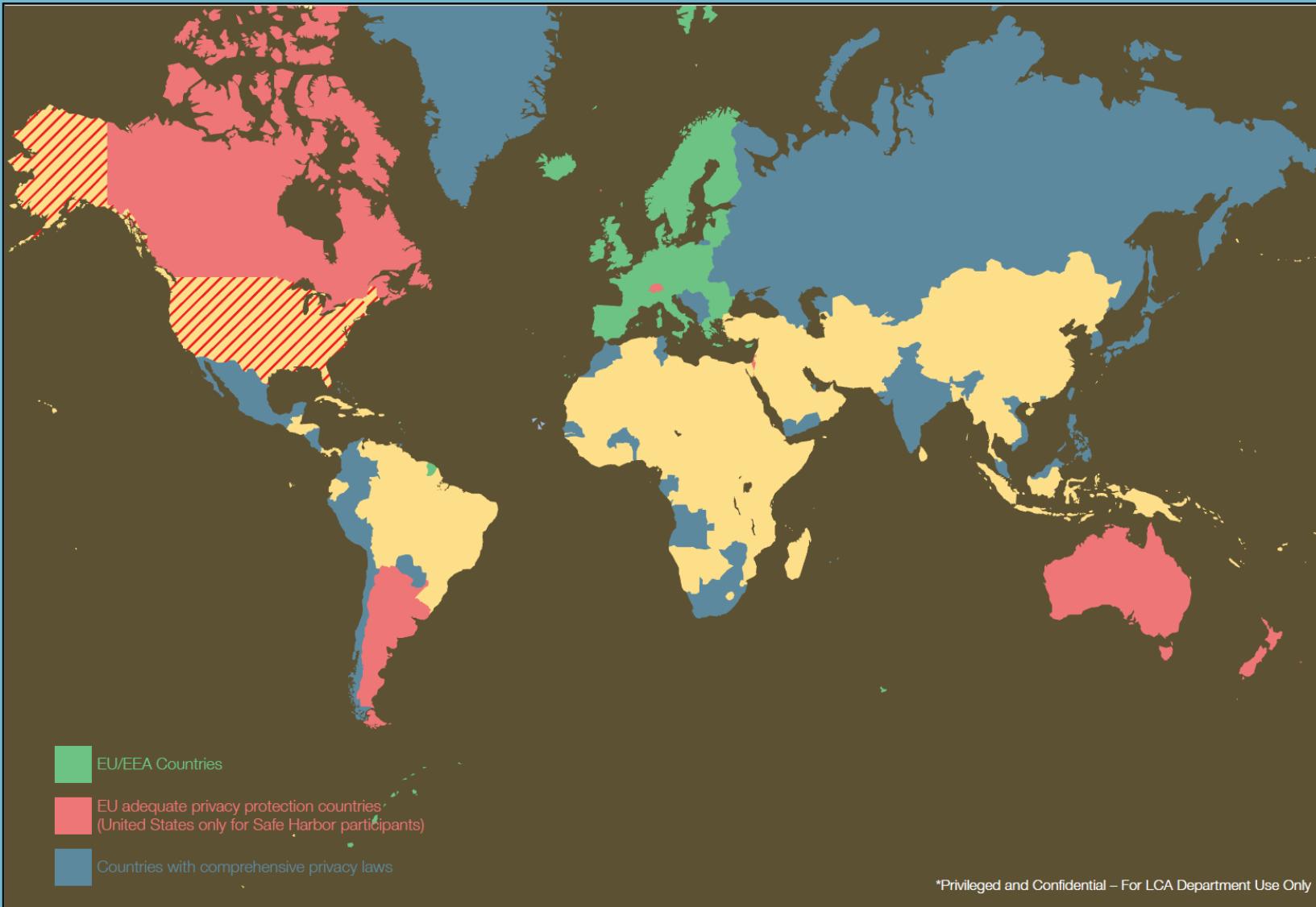
- FTC Act Section 5
- Sector-specific laws
 - CAN-SPAM
 - Children's Online Privacy Protection Act (COPPA)
 - Computer Fraud & Abuse Act
 - Data Breach Notification Laws
 - Gramm-Leach-Bliley Act
 - HIPAA & the HITECH Act
 - Video Privacy Protection Act

European Union

- Data Protection Directive
- ePrivacy Directive

7

Where are the Privacy Laws?



Privacy: 3 reasons you should care



It's the Law

Stay out of trouble and out of jail!



Stay out of the News

Avoid embarrassing headlines!



Improve user experience & trust

Differentiate our products



Bottom line: enable you to avoid trouble and be successful

Stay out of the News

Los Angeles Times | BUSINESS

TECH NOW THE BUSINESS AND CULTURE OF OUR DIGITAL LIVES

Facebook talking to FTC about changes to privacy policy

Comments 0 Email Share 57 Tweet 10 Like 47 +1 1

GEEKOSYSTEM

Tech

Stanford Researcher Exposes MSN.com Super Cookie, Microsoft Shuts it Down

By [James Plafke](#) ()

Comments

HUFF POST TECH

iPhone App Privacy: Path, Facebook, Twitter And Apple Under Scrutiny For Address Book Controversy

First Posted: 02/15/2012 3:41 pm | Updated: 02/15/2012 5:44 pm

WIRED

Google Busted With Hand in Safari-Browser Cookie Jar

BY RYAN SINGEL 02.17.12 3:02 PM

Follow @rsingel

Monday, August 22nd 2011 at 3:05 pm

Privacy: 3 reasons you should care



It's the Law

Stay out of trouble and out of jail!



Stay out of the News

Avoid embarrassing headlines!



Improve user experience & trust

Differentiate our products



Bottom line: enable you to avoid trouble and be successful

Data Types

Data Types

Personal Data / PII

- info that identifies or can be used to identify, contact, or locate a person ... or info from which a person's identification or contact info can be derived.
- Includes: name, address, phone #, email

Pseudonymous Data

- Unique ID that doesn't identify a specific person but could be associated with an individual or device
- Includes: unique identifiers, biometric info, usage profiles not tied to a known ID

Anonymous Data

- Not unique or tied to a specific person or device
- Includes: hair color, system configuration, methods of purchase, aggregate statistics distilled from many users

Note: Collecting data may be a privacy issue even if the data is not PII

Reidentifying “anonymous data”

IMDB and Netflix – November 2007

- \$1 million contest to improve Netflix's movie-recommendation engine.
 - Released "anonymous" (names removed) movie ratings of nearly 500,000 Netflix users to researchers.
 - Researchers: correlating the data with public movie ratings on IMDB allowed them to personally identify 2 users.
 - Exposing "private" movie ratings expose significant details about the person.
 - E.g., one of the people had strong opinions about liberal and gay-themed films and had ratings for some religious films.



[IMDb](#) > The Goonies (1985)



The Goonies (1985)

[photos](#) [board](#) [trailer](#) [IMDb PRO details](#)

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ [Register](#) or [login](#) to rate this title

User Rating: 7.4/10 (39,193 votes)
[more](#) ▾

Pop Quiz: what type of data is this?

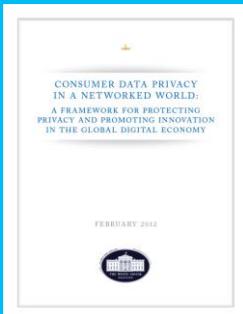
- (Public) email address?
- Hashed Skype ID?
- Gender?
- IP addresses?
- Cookie identifiers?

General Privacy Principles

Privacy by Design



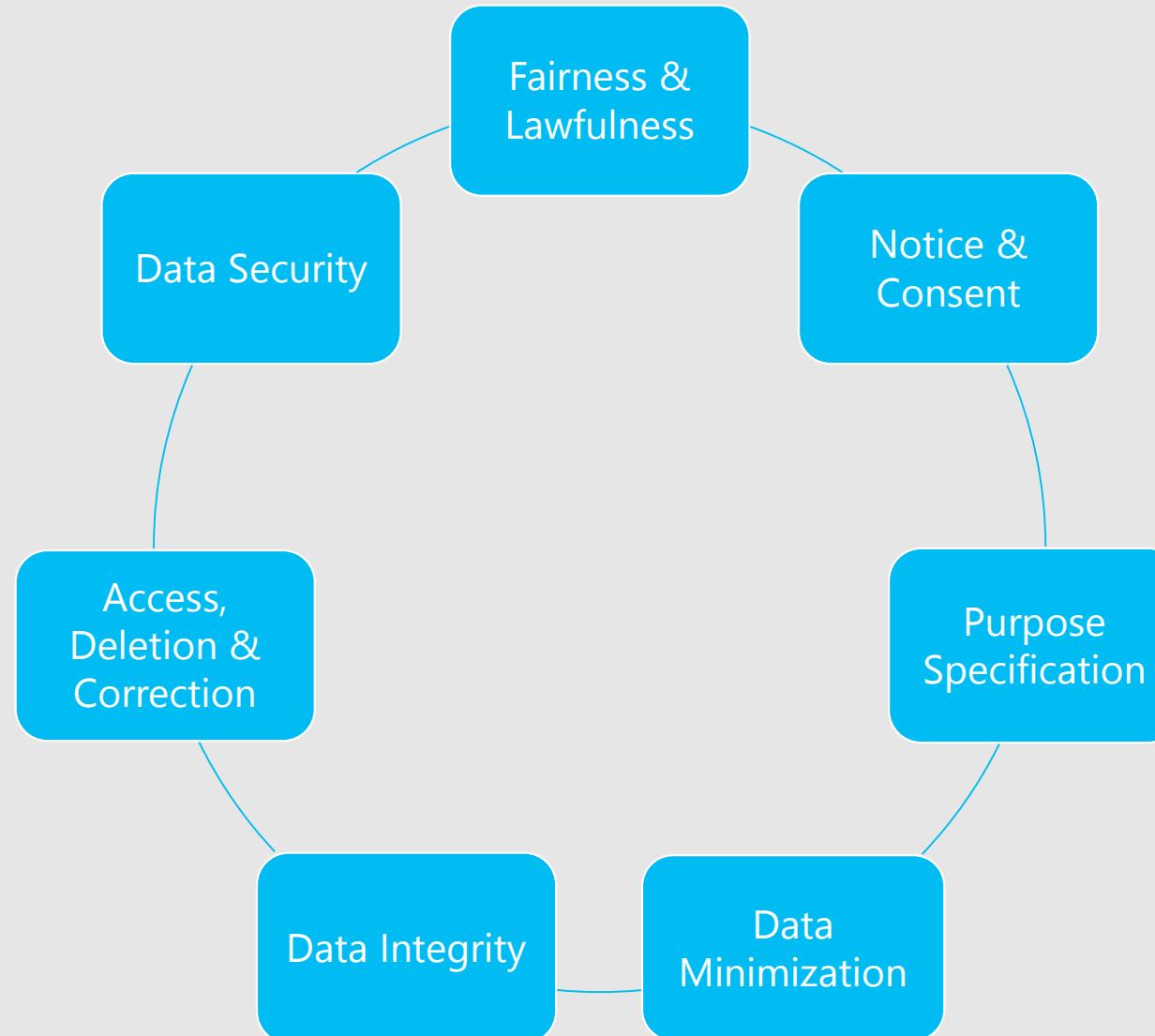
- Incorporate privacy into everyday practices and procedures.
- Maintain comprehensive data management procedures throughout the life cycle of products and services
- Adopt flexible and technology-neutral Privacy Enhancing Technologies (PETs) (e.g., encryption, anonymization)
- Designate personnel responsible for employee training
- Regularly assess privacy impact of specific practices



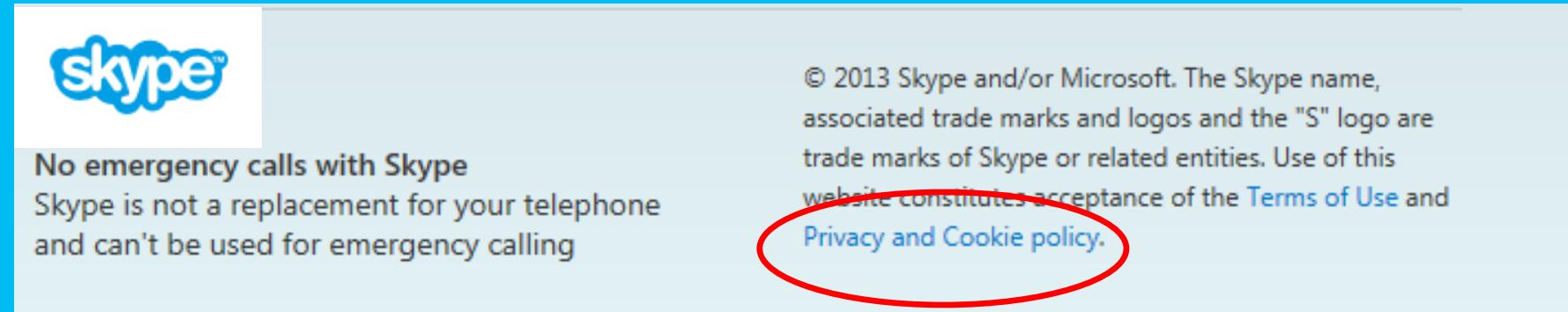
Privileged and Confidential – For LCA Department Use Only



General Privacy Principles



Notice

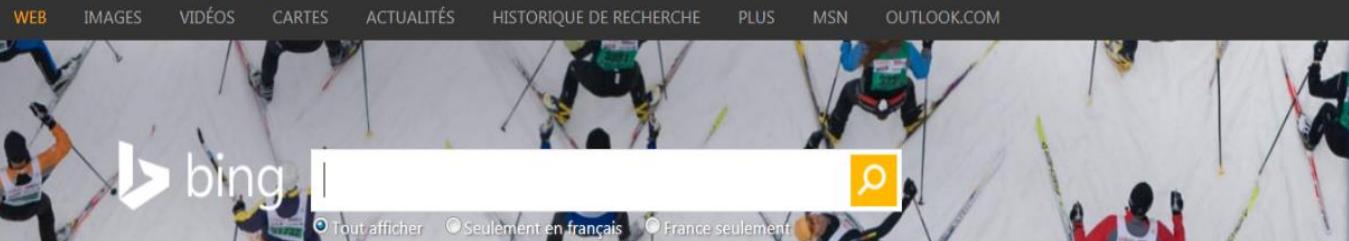


A screenshot showing two search results. The top result is for "Skype" and shows a snippet of the Skype privacy notice with the "Privacy and Cookie policy" link highlighted by a red oval and an arrow pointing to it. The bottom result is for "Yammer Privacy" and shows the Yammer privacy statement page with links to various legal documents on the right side.

En utilisant ce site, vous autorisez les cookies à des fins d'analyse, de pertinence et de publicité

[En savoir plus](#)

[Fermer](#)

A screenshot of the Yammer privacy statement page. The page title is "Privacy" and it includes a link to the "Yammer Privacy Statement". It states: "Microsoft and the Yammer team are committed to protecting your privacy. This privacy statement applies to the data collected by Microsoft through use of Yammer services (the "Service" or "Services"); it does not apply to other online or offline Microsoft sites, products, or services." On the right side, there is a sidebar with links to "Terms of Use", "Privacy", "DMCA Policy", "Billing Terms", "API Terms", "Service Terms", "App Directory Agreement", and "Emails We Send".

Connexion ▾

yammer
The Enterprise Social Network

Product Why Yammer Pricing Log In Sign Up

Privacy

English | [العربية](#) | [中文\(简体\)](#) | [中文\(繁體\)](#) | [Čeština](#) | [Dansk](#) | [Nederlands](#) | [Finnish](#) | [Français](#) | [Deutsch](#) | [ελληνικά](#) | [עברית](#) | [Magyar](#) | [Indonesia](#) | [Italiano](#) | [日本語](#) | [한국의](#) | [Norsk](#) | [Русский](#) | [Türkçe](#) | [Română](#) | [Українська](#) | [Español](#) | [Svenska](#) | [Polski](#) | [Português](#) | [Português \(Brasil\)](#) | [ภาษาไทย](#)

Last Updated: February 28, 2013

[Yammer Privacy Statement](#)

Microsoft and the Yammer team are committed to protecting your privacy. This privacy statement applies to the data collected by Microsoft through use of Yammer services (the "Service" or "Services"); it does not apply to other online or offline Microsoft sites, products, or services.

[Yammer Networks](#)

A "Yammer Network" is the network for using the Services defined by your organization's email domain. For example, all users who sign up with a "contoso.com" email address would be part of the Contoso Yammer Network. In addition, a company may invite users with different email domain names to their Yammer Network as "guest users" or as participants in external networks associated with that Yammer Network.

Consent: Opt-In vs. Opt-Out



Opt-in

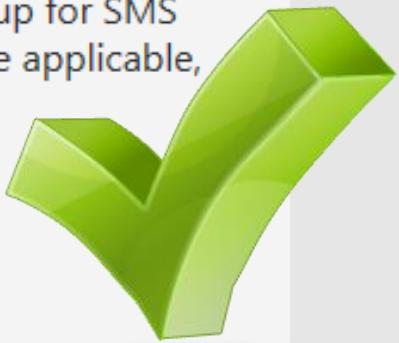
Inform me about new products, features, and special offers. When you sign up for SMS notifications, our first SMS will allow you to get Skype on your mobile (where applicable, your operator may charge you for receiving SMS messages).



By SMS



By email



Opt-out

EULAs?

Yes, I have read and I accept the [Skype Terms of Use](#) and the [Skype Privacy Statement](#)

I agree - Continue



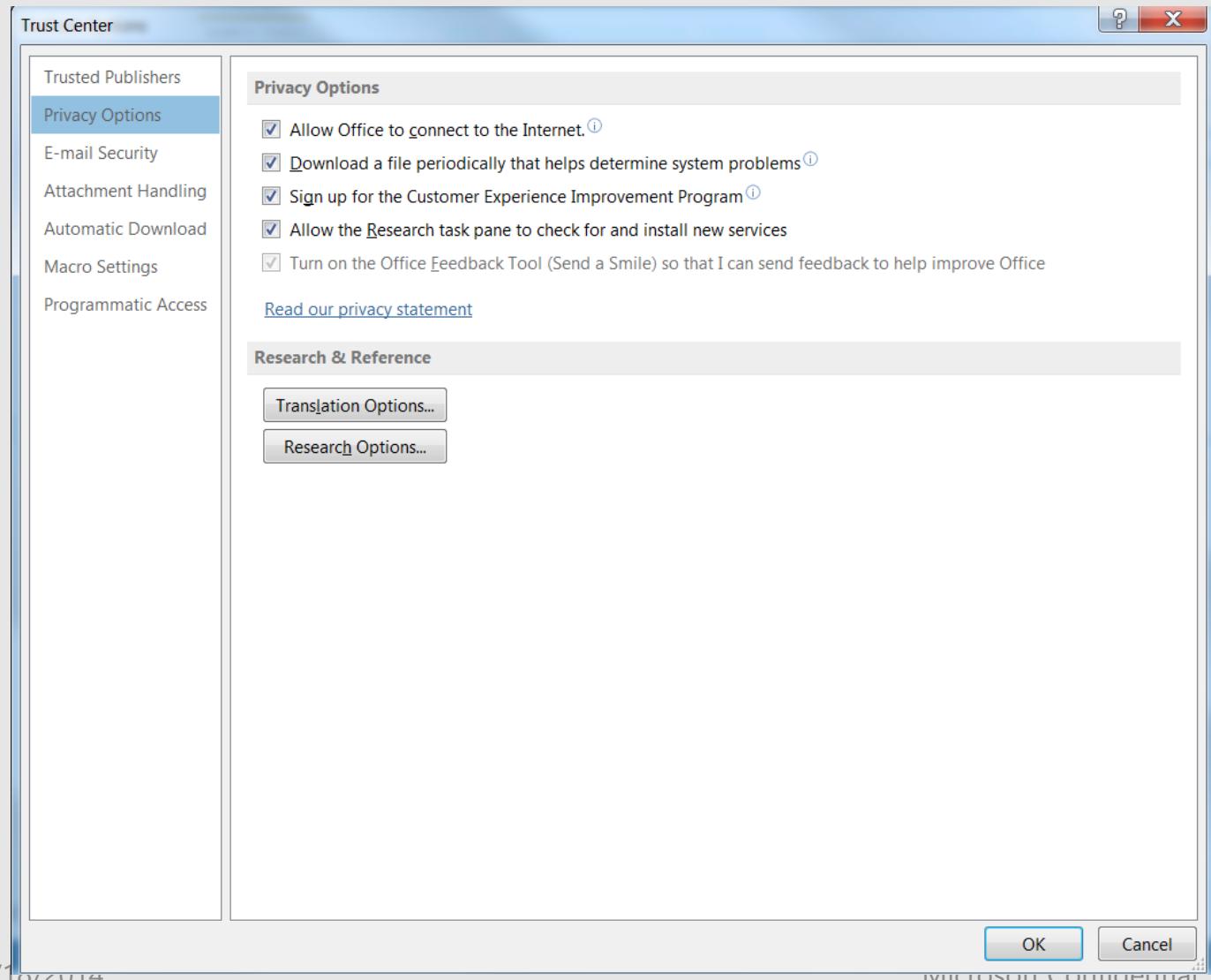
No emergency calls with Skype

Skype is not a replacement for your telephone
and can't be used for emergency calling

Implicit?

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associated trade marks and logos and the "S" logo are
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[Privacy and Cookie policy](#).

Choice: privacy controls



1:14

SETTINGS

location

Location services
Off 

Applications can't access your current location.

[Privacy Statement](#)

Choice Gone Awry: Deceptive Controls



facebook Home Profile Friends Inbox

Privacy

k Home Profile Friends Inbox Settings Logout Search

Privacy > Profile

Basic Contact Information

Control who can see your profile and related information. Visit the Applications page in order to change settings for applications.

See how a friend sees your profile: Start typing a friend's name

1 Profile Only Friends [?]

2 Basic Info Only Friends [?]

3 Personal Info Only Friends [?]

4 Status Updates Only Friends [?]

5 Photos Tagged of You Only Friends [?]

6 Edit Photo Albums Privacy Settings

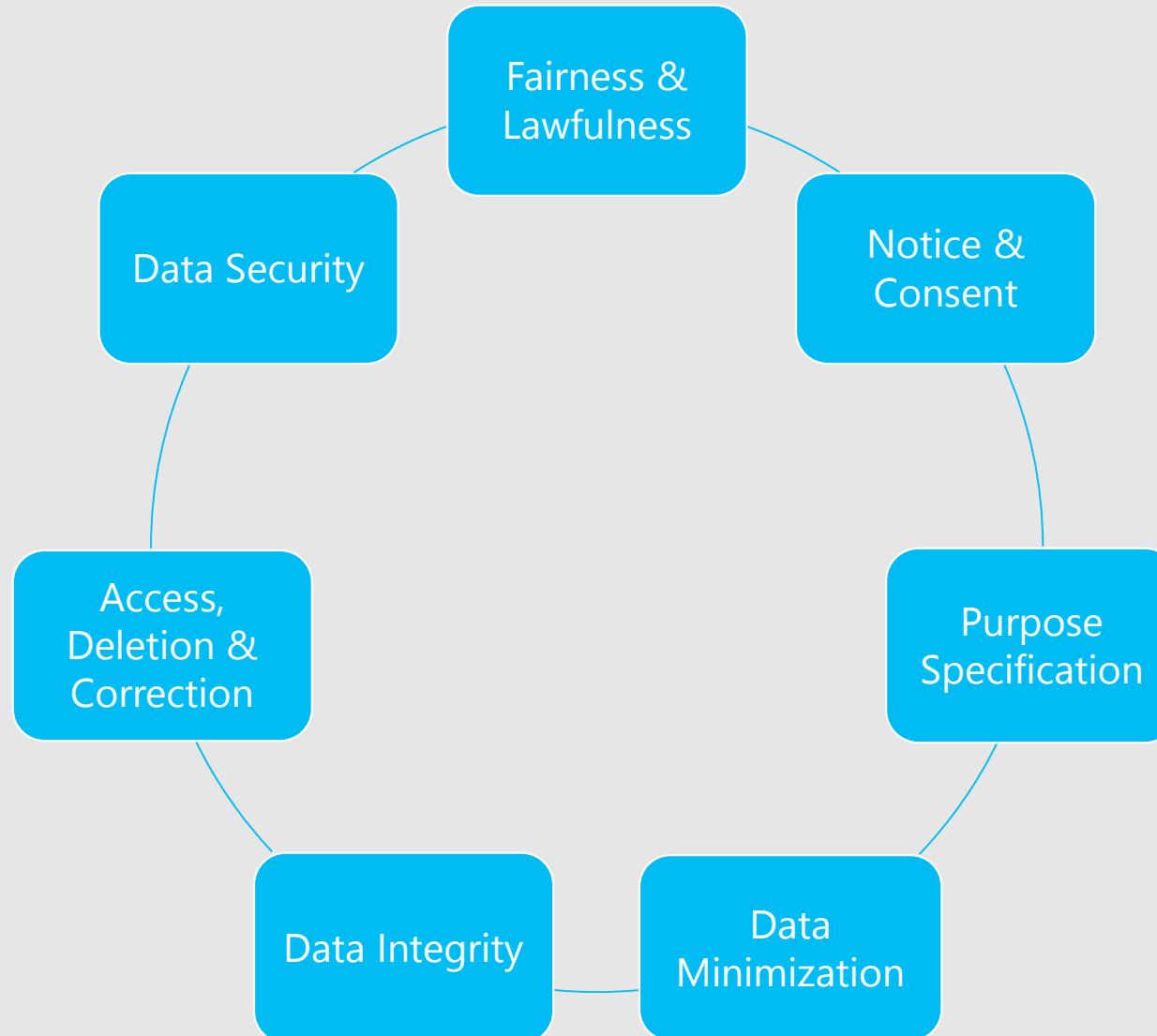
7 Videos Tagged of You Only Friends [?]

8 Friends Only Friends [?]

- Control re: Profile Info
- More controls on Profile Page
- “Applications page”
- Friends Apps?



General Privacy Principles



Notice, Consent & Purpose Specification

Using previously collected data in new ways



What happened if you click “Sweet! Check out Buzz”?

What happened when you click “Nah, go to my inbox”?

EXHIBIT A

Gmail + buzz

New! Google Buzz in Gmail

Share updates, photos, videos, and more. Start conversations about the things you find interesting.

No setup needed
You're already following the people you email and chat with the most in Gmail.

Everything in one place
Follow your friends and get recommended buzz from others — all within Gmail.

Inbox integration
Comments appear right in your inbox so it's easy to keep the conversation going.

Sweet! Check out Buzz [Nah... go to my inbox](#)



Google Buzz: No Setup Needed!



Click “Sweat! Check out Buzz”

- Automatically enrolled in Buzz
- Automatically following people you communicate with
- By default, people you follow and your followers is public

Click “Sweat! Check out Buzz”

- Could still be followed (public)

Opt-Out?

- Could still be followed

The screenshot shows the Gmail inbox with the Buzz tab selected in the sidebar. The main area displays a welcome message for Google Buzz, stating "Welcome to Google Buzz" and "You're set up to follow the people you email and chat with the most." It also shows that the user is following 21 people and has 12 followers. A "Buzz" button at the bottom left indicates they are currently following 21 people.



Google Buzz: Unplanned Side-Effects



Dangerous stalker and privacy - Gmail Help - Windows Internet Explorer
http://www.google.com/support/forum/p/gmail/thread?tid=79391ed13e...
Gmail buzz stalker

File Edit View Favorites Tools Help
Favorites Bulldog Trailers, New and ... Free Hotmail Olympic Trailer and Truck... Suggested Sites Get More Add-ons
Dangerous stalker and privacy - Gmail Help

Gmail by Google Search Gmail Help

Help forum Help articles Help forum Post a question +
Help forum > Buzz and Contacts > Dangerous stalker and privacy Report abuse
Shibi1800 Level 1 2/19/10
Dangerous stalker and privacy
I don't use Buzz, let alone any of the Social Network programs, yet today when I was following some instructions for disabling Buzz in gmail (Even though I never signed up) I found that I had 1 follower.
Worse is that this follower is a stalker and dangerous.
Given that I didn't have buzz how has he followed me and what has he seen?
Does he now know my contacts (Which include my children) has he seen the times when I have been logged in? What other stuff has been leaked?
Is my email accessible on his profile?
I'm pretty annoyed here at a fundamental breach of privacy, although I have now blocked him I don't know what this does in terms of leaking of my information and I still can't see how he followed me without my knowledge?

Internet | Protected Mode: Off 100%



Google Buzz: Unplanned Side-Effects



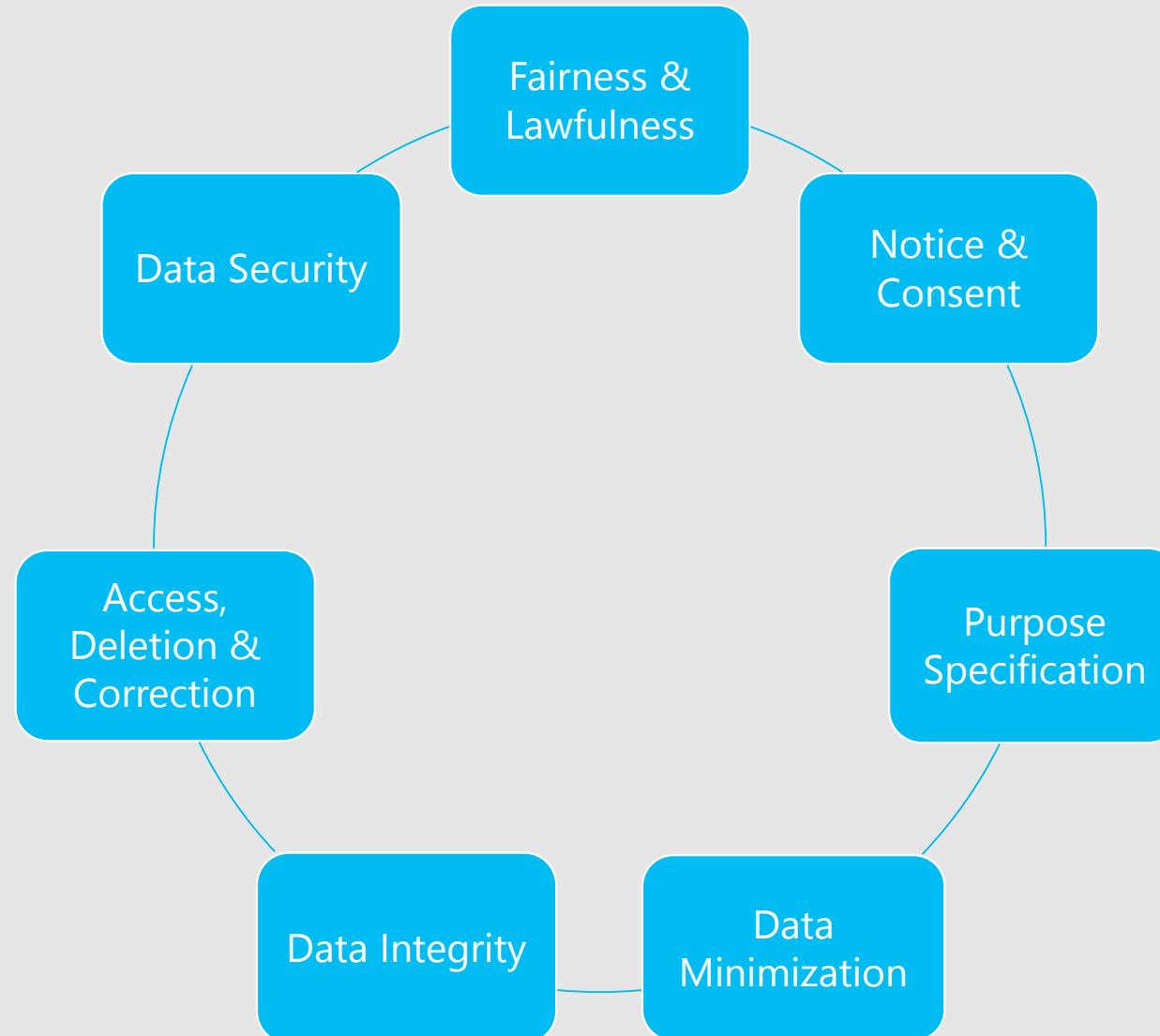
Google Buzz Privacy Flaw Snags Another Victim: White House Deputy CTO Andrew McLaughlin

by [Capitol Confidential](#)

It's been several weeks now since the disastrous rollout of Google Buzz's initial social networking platform. It was on February 9th that Google Buzz unleashed its newest foray into social media to compete with the likes of Facebook and Twitter.



General Privacy Principles

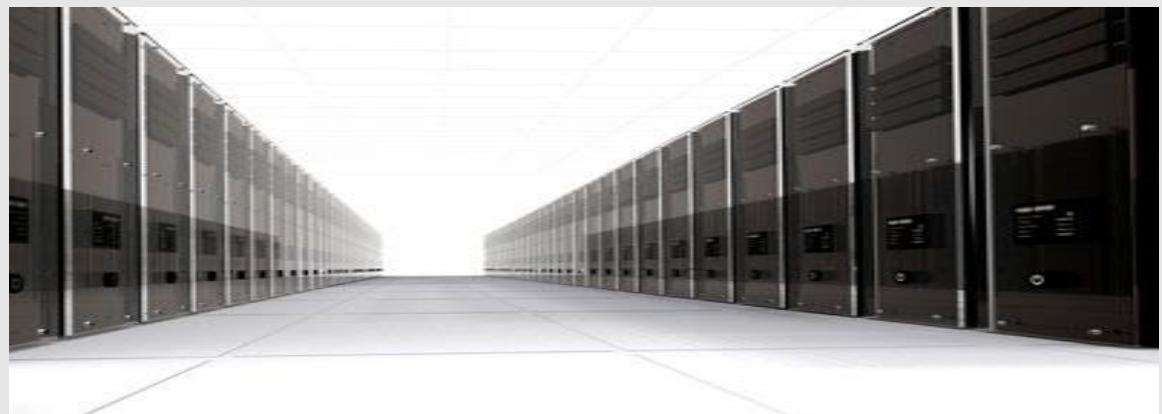


Data Minimization

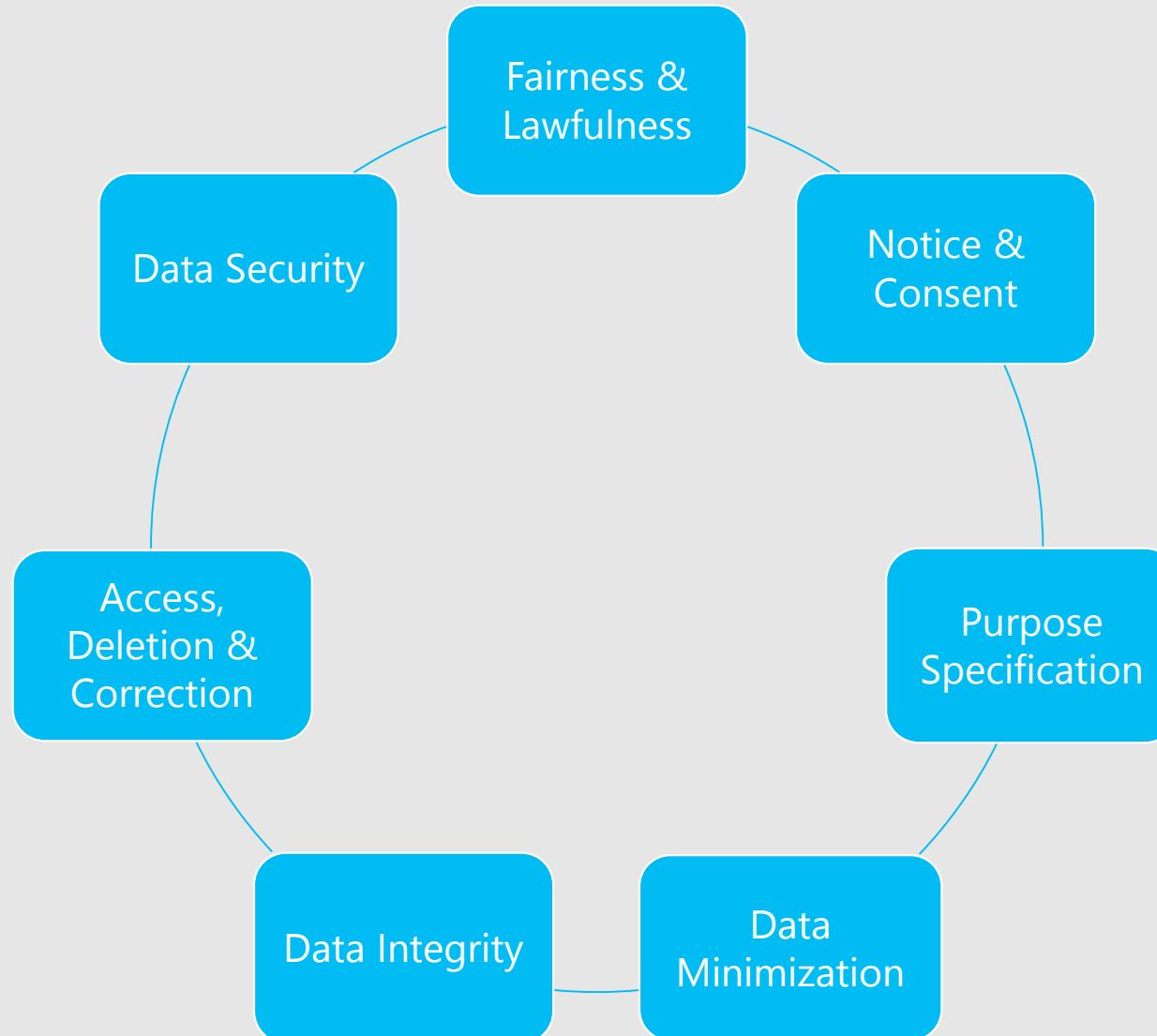


Devising a data retention policy

- Retain minimum data
- Least sensitive format
- Minimum time necessary



General Privacy Principles





Access: Facebook and Max Schrems



Hot Topic: “Right To Be Forgotten” Proposals

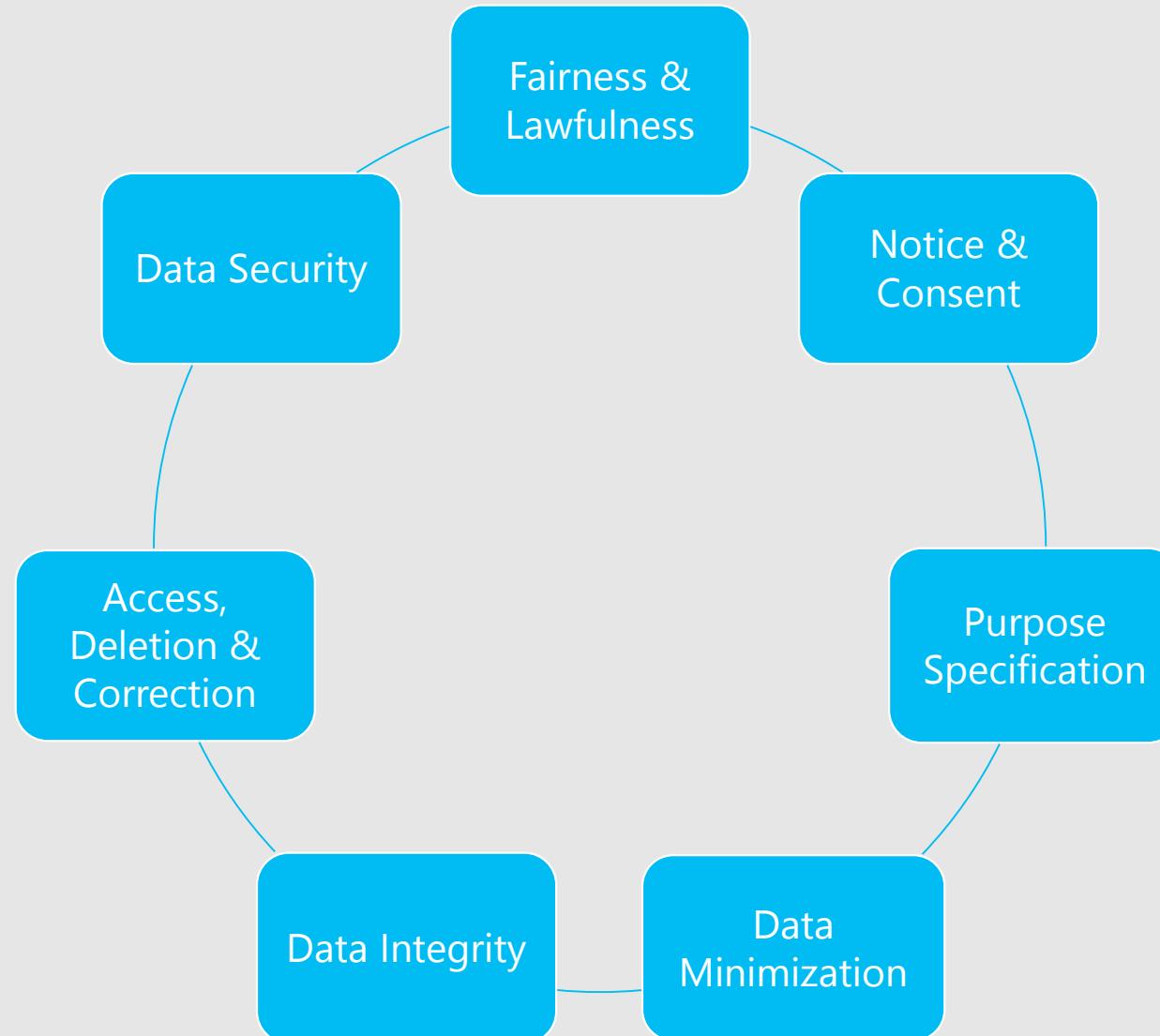
Proposed EU Data Protection Regulation

- Right to demand “erasure of ... personal data”
- Without delay
- Take “all reasonable steps” to “inform” 3rd parties of erasure request
- Microsoft
 - Limit to data retained by Controller and accessible in ordinary course business
 - For convenience, permit retention of data for limited period to re-enable users

Amendments: Blocking ok? No obligation to inform 3rd parties where infeasible?

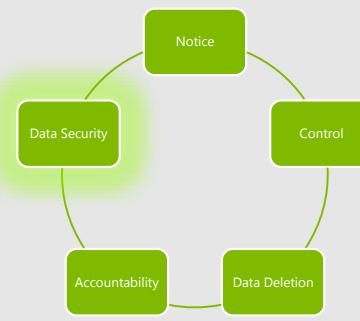


General Privacy Principles





Data Security: Twitter's FTC Case



- Twitter privacy policy:
 - “Twitter is very concerned about safeguarding the confidentiality of your personally identifiable information.”
 - “We employ administrative, physical, and electronic measures designed to protect your information from unauthorized access.”
- Failed to use reasonable security safeguards to protect personal info
- Allowed hackers get unauthorized administrative control of Twitter (2x) – could:
 - Access Non-public user information
 - Access Private tweets
 - Send phone tweets from any account
- FTC Consent Decree



Security: Data Breach



Sony data breach could be most expensive ever

Sony Corp.'s PlayStation Network and Sony Online Entertainment suffered data breaches that could cost up to \$2 billion.

By Mary Helen Miller, Correspondent / May 3, 2011



BUSINESS DAY

For Target, the Breach Numbers Grow

By ELIZABETH A. HARRIS and NICOLE PERLROTH JAN. 10, 2014



NEWS, ANALYSIS, AND PERSPECTIVE
FOR VARS AND TECHNOLOGY INTEGRATORS

LivingSocial Data Breach Affects Millions

By [Robert Westervelt](#)

April 29, 2013 10:05 AM ET

CNET › News › Security & Privacy › Zappos customer data accessed in security breach

Zappos customer data accessed in security breach

Online shoe retailer says information such as user names, addresses, and passwords was accessed, but no critical payment data was accessed.

General Privacy Principles



Fairness & Lawfulness

- Will the user expect the data collection & use?
- What is the value prop to the user?
- Would you be comfortable explaining this?

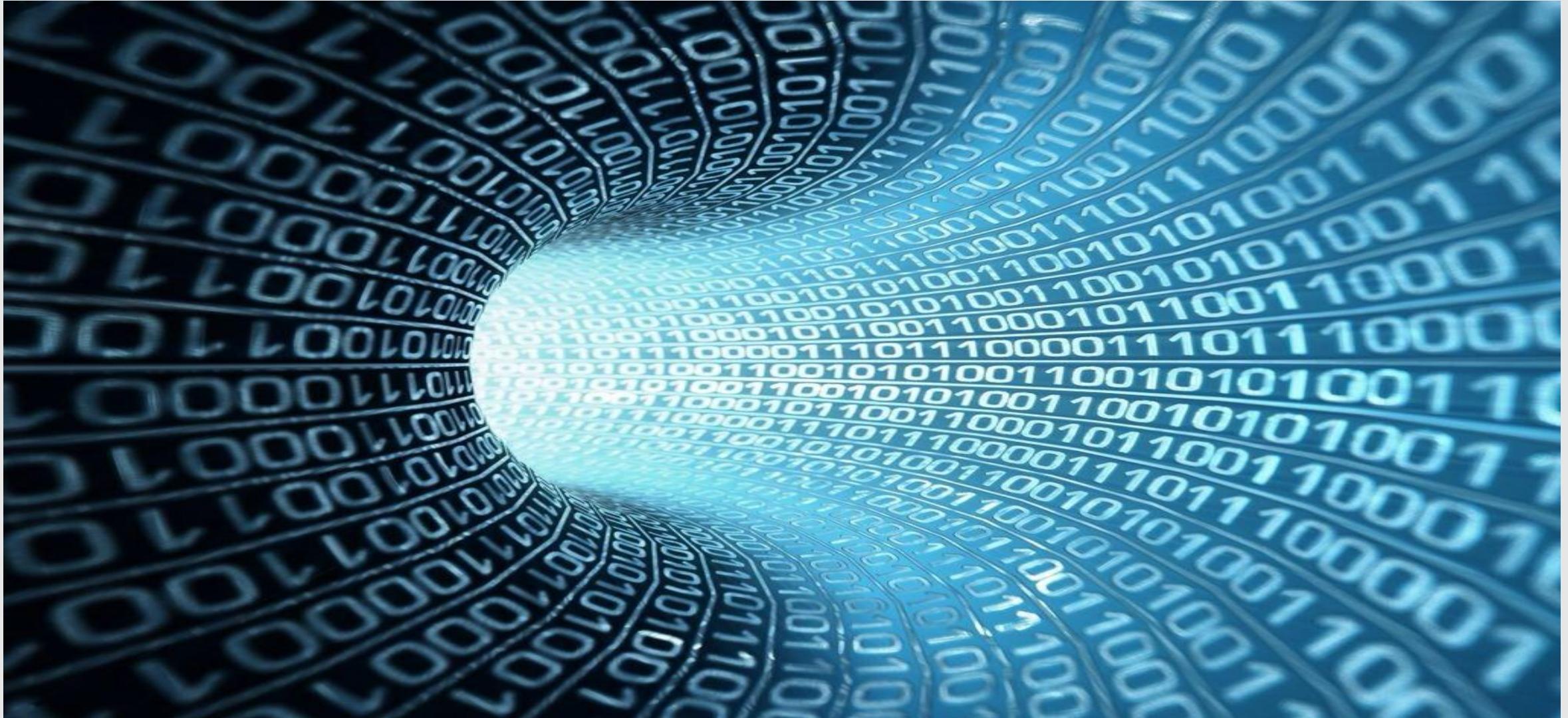
Notice & Consent

Purpose Specification

Data Integrity

Data Minimization

Big Data and the FIPs?



Pop Quiz

- Where can you typically find discoverable notice?
- What was the name of the Austrian law student in the Europe v. Facebook case?
- According to what principle should you incorporate privacy into everyday practices and procedures and maintain comprehensive data management procedures throughout the life cycle of products and services
- If you forget all of the FIPs, what one concept should you remember?

Thank you!

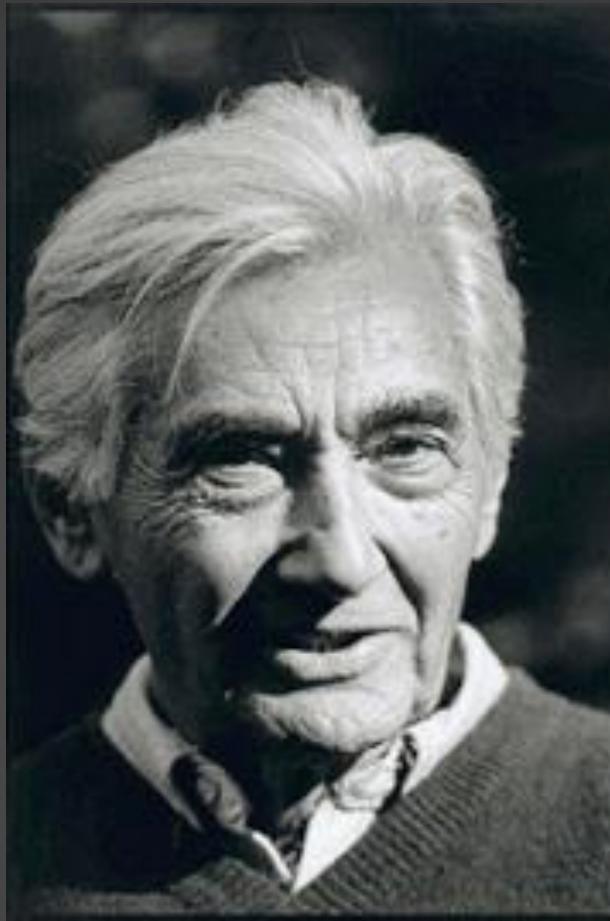
Creative Commons & Free Culture



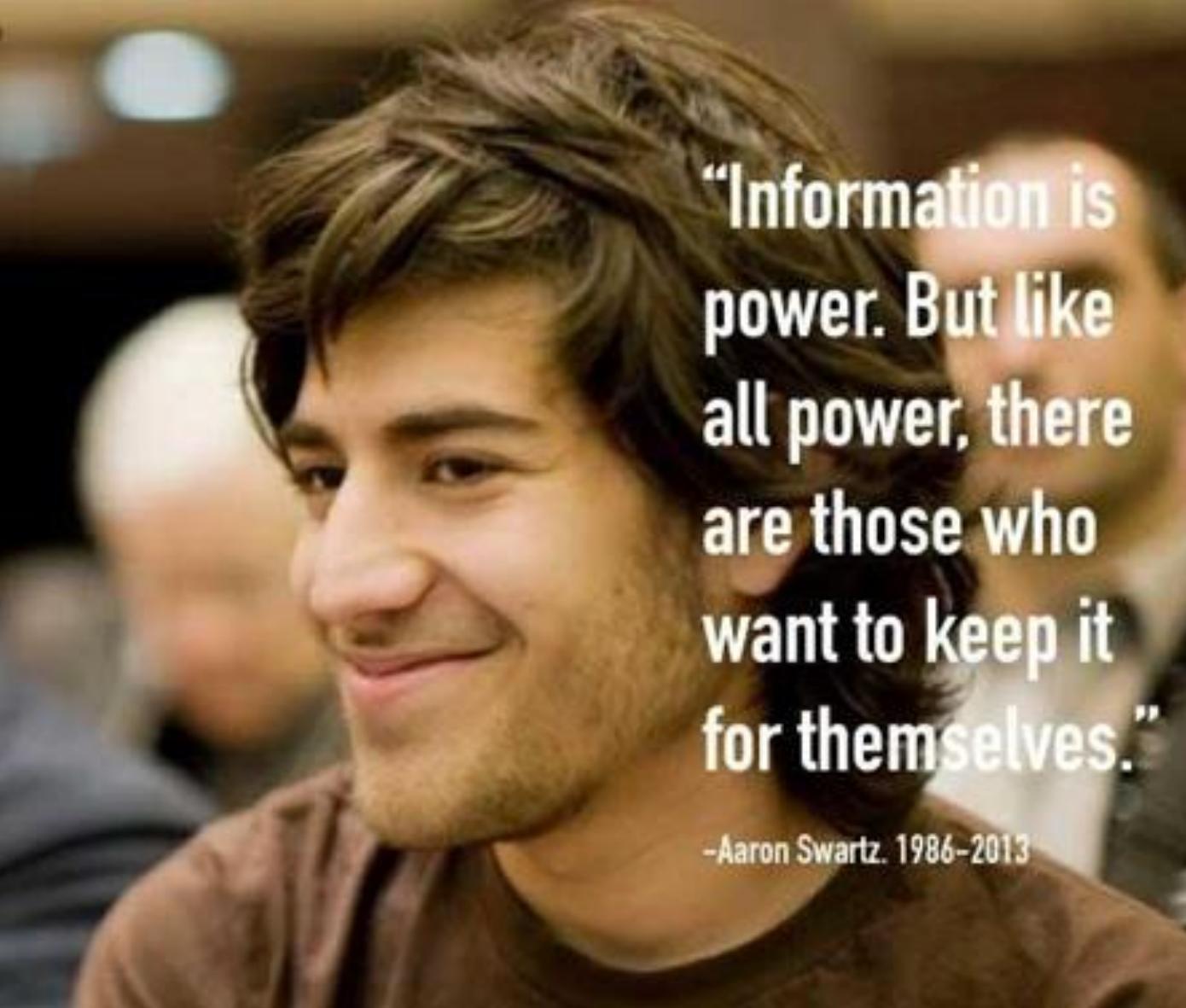
Brian Rowe, Esquire



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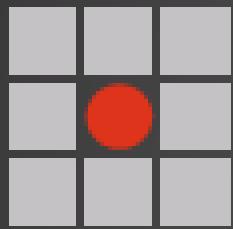


Howard Zinn



**“Information is
power. But like
all power, there
are those who
want to keep it
for themselves.”**

-Aaron Swartz. 1986-2013



Public Knowledge

Google policy





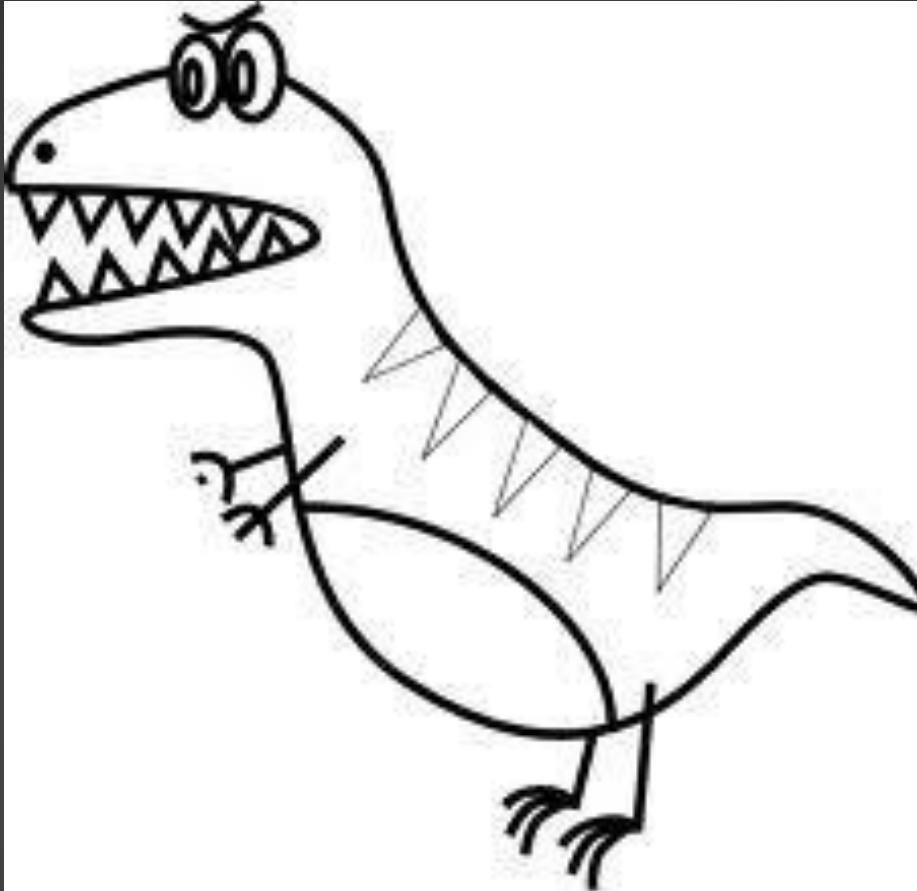
Information School

UNIVERSITY *of* WASHINGTON



SCHOOL OF
LAW



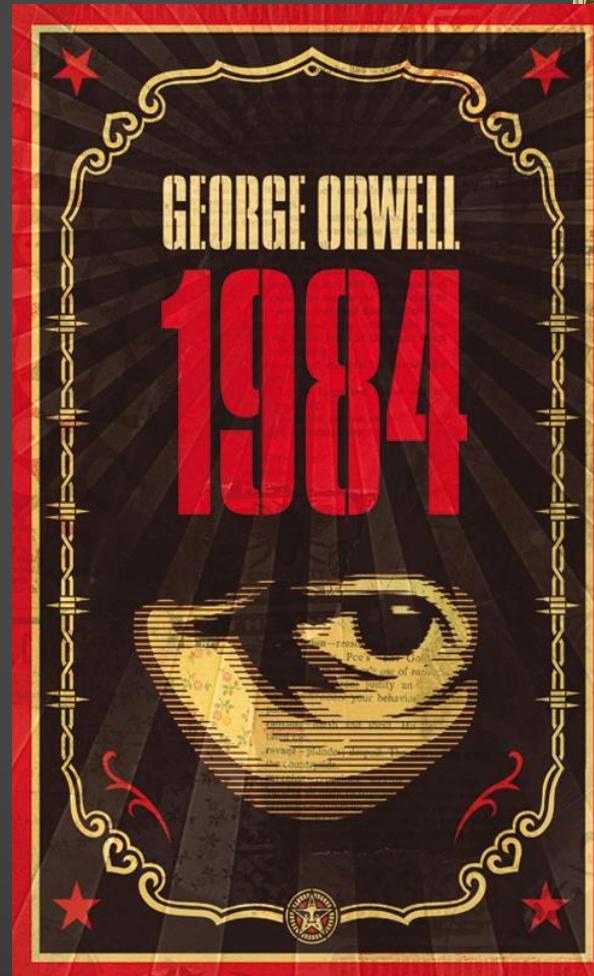
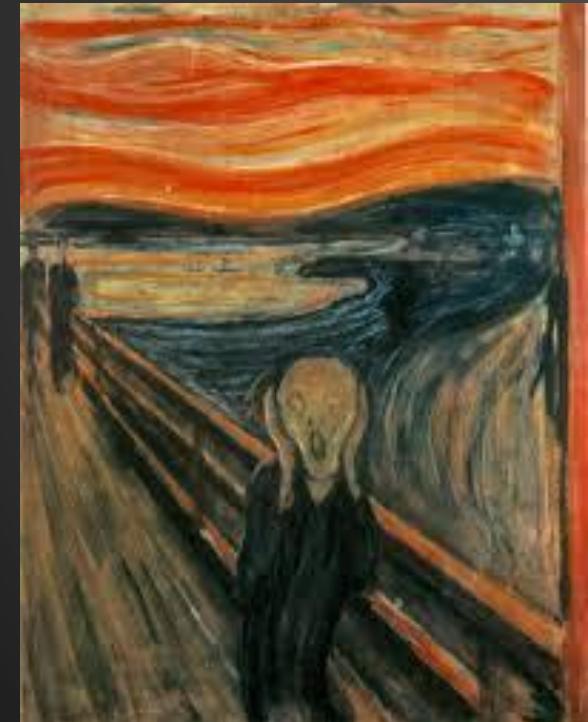


"frothing open source advocate"

</background>

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What is Covered by Copyright?



Where does Copyright
come from?

US Constitution

Article 1, Section 8, Clause 8

To promote the Progress of
Science and useful Arts, by securing
for limited Times to Authors and
Inventors the exclusive Right to their
respective Writings and Discoveries:



The Statute of Eight Anne is commonly accepted as the very first copyright law that recognized the rights of authors.

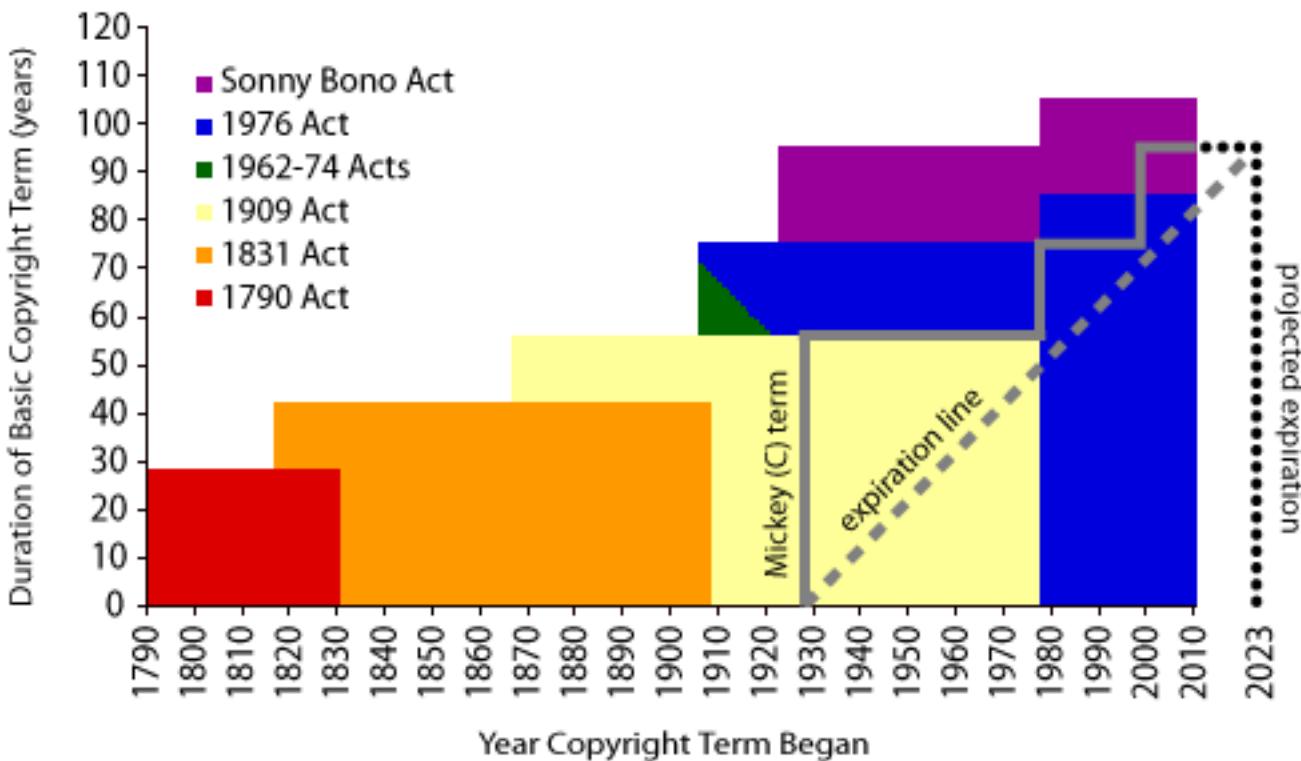
Anno Octavo
Annae Reginæ.

An Act for the Encouragement of Learning, by Vesting the Copies of Printed Books in the Authors or Purchasers of such Copies, during the Times therein mentioned.

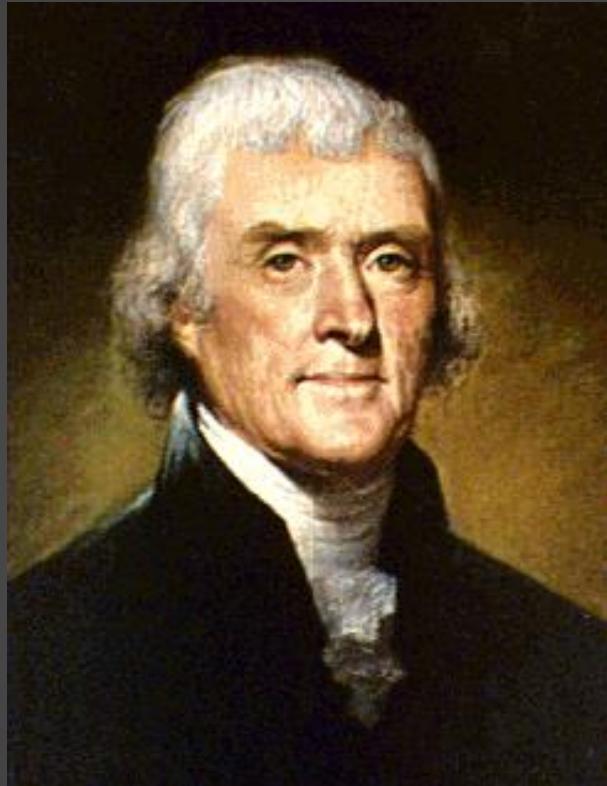
Whereas English, Booksellers, and other Persons, late of late frequently take the Liberty of Printing, Reproducing, and Publishing, exceeding to be Unlawful, Received, and Published Books, and other Writings, without the Consent of the Authors or Proprietors of such Books and Writings, to their great Detriment, and too often to the Ruin of them and their Families : For Promoting therefore such Proprietary for the future, and for the Encouragement of Learning Open to Competitors with several Books : Be it therefore Your Majesty, that it may be Ordained, and be it Enacted by the Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament Assembled, and by the Authority of the same, That from and after the First Day of April, One thousand Seven hundred and ten, the Author of any Book or Books already Printed, who hath not Transferred to any other the Copy or Copies of such Printed Books, Shall have or Shall be Given to the Bookseller of Booksellers, Printers of Pictures, or other Person or Persons, who hath or shall Proprietary in Reserve the Copy or Copies of any Book or Books, in order to Print or Reproduce the same, full Power for the Right and Liberty of Printing such Book and Books for the Term of One and twenty Years, to Commence from the first Commencement Day of April, and no longer, and that the Author of any Book or Books already Printed and not Transferred to any Person, or that shall Proprietary be Competitors, and his Alleged, as Alleged, full Power the full Liberty of Printing and Reproducing such Book and Books for the Term of four

How Long is Copyright?

Copyright Duration and the Mickey Mouse Curve



Did everyone agree?



*Freedom from Monopolies a
Basic Right*

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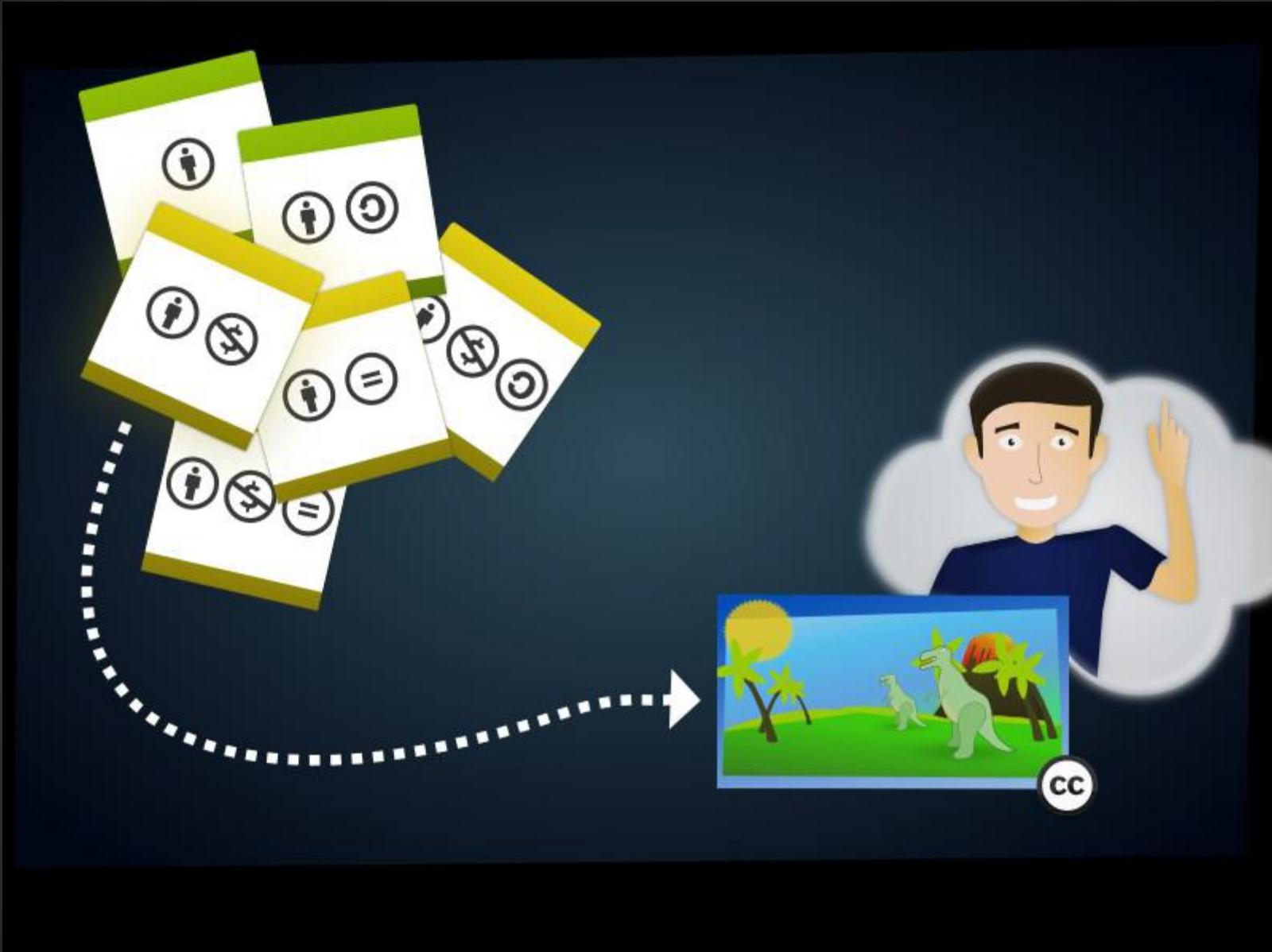
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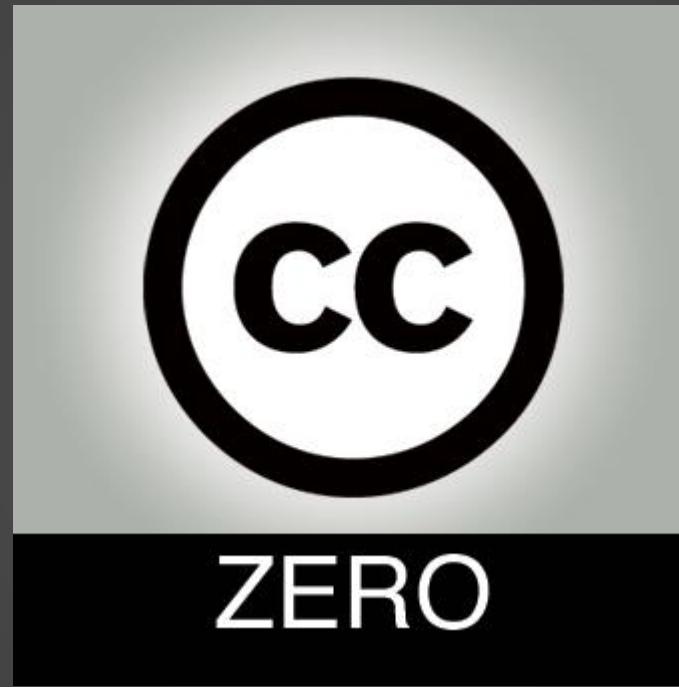
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[Learn More...](#)

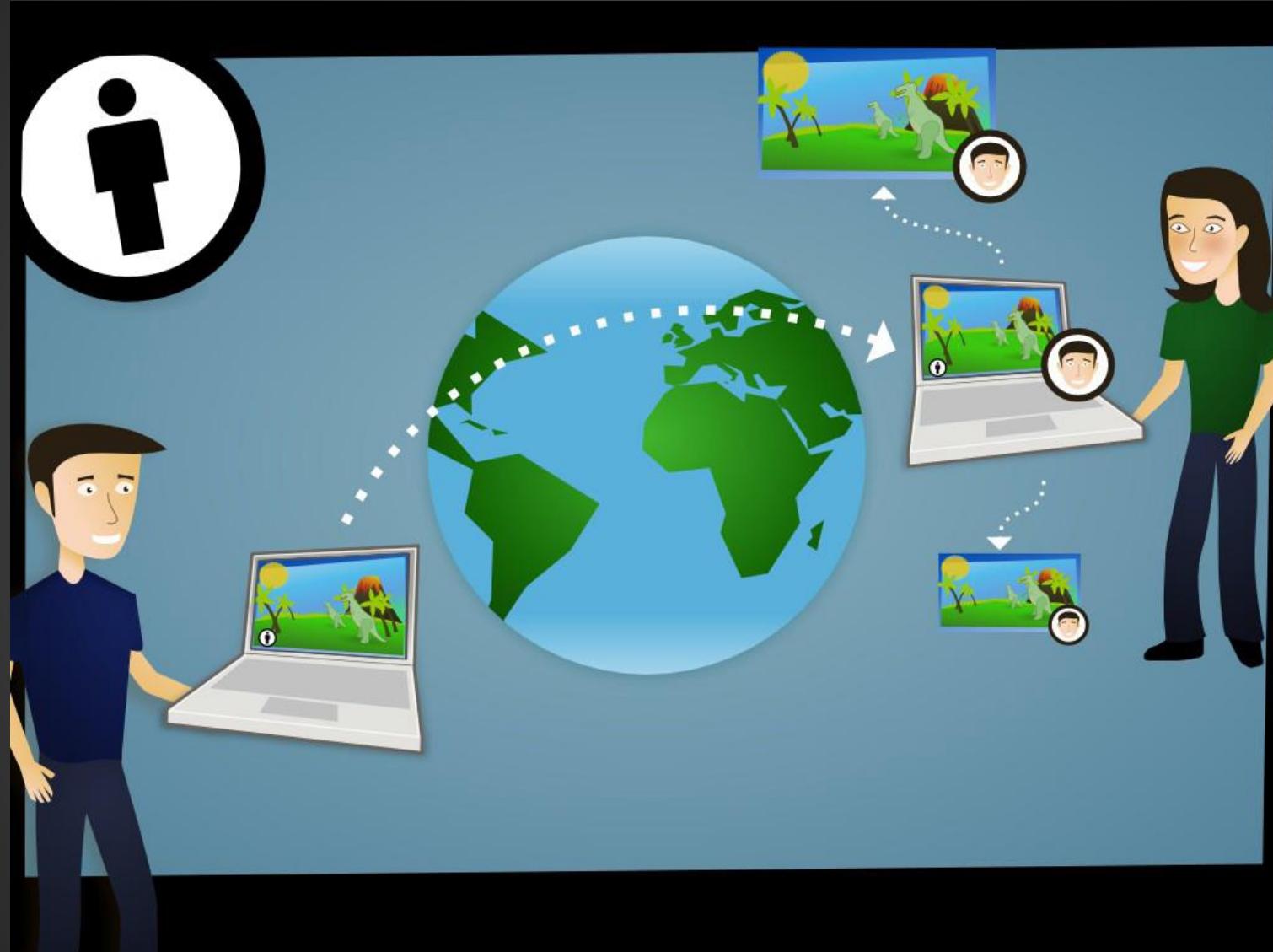
[Choose License](#)

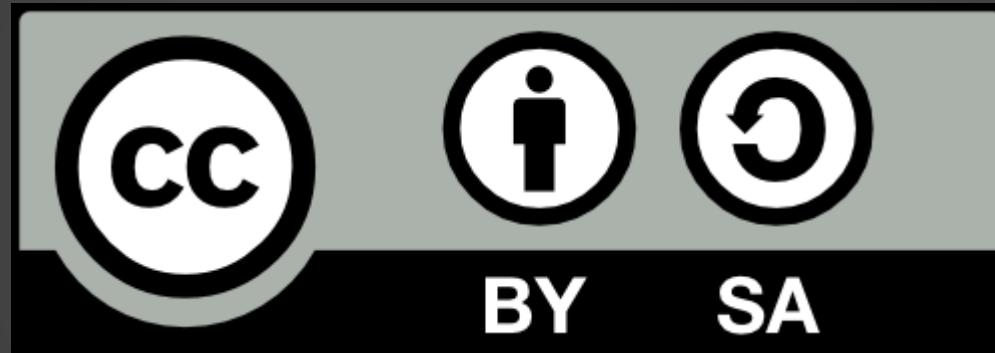
Reduce Transaction Costs

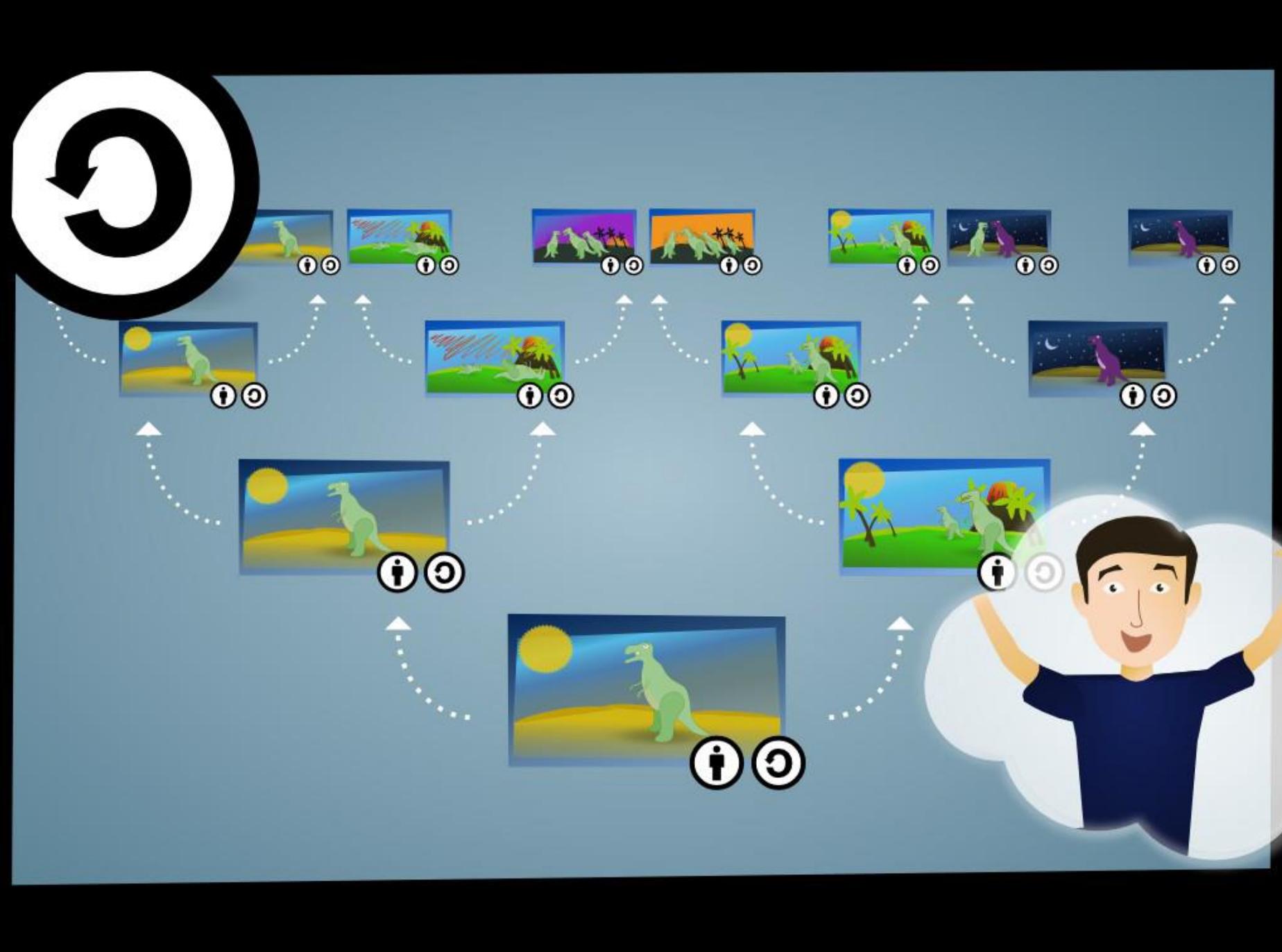


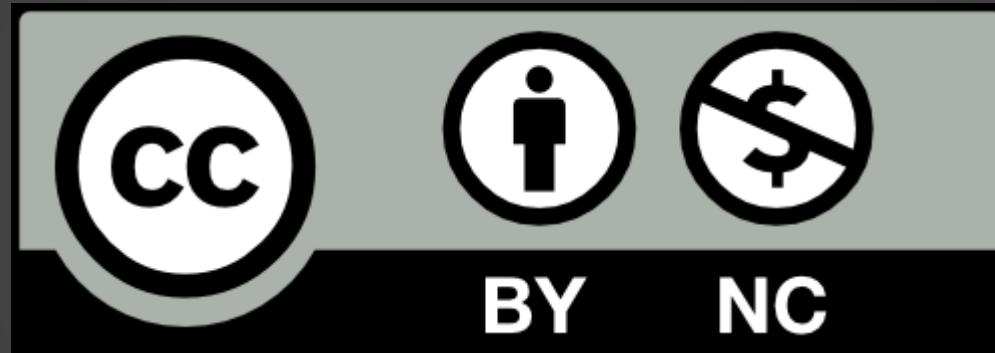


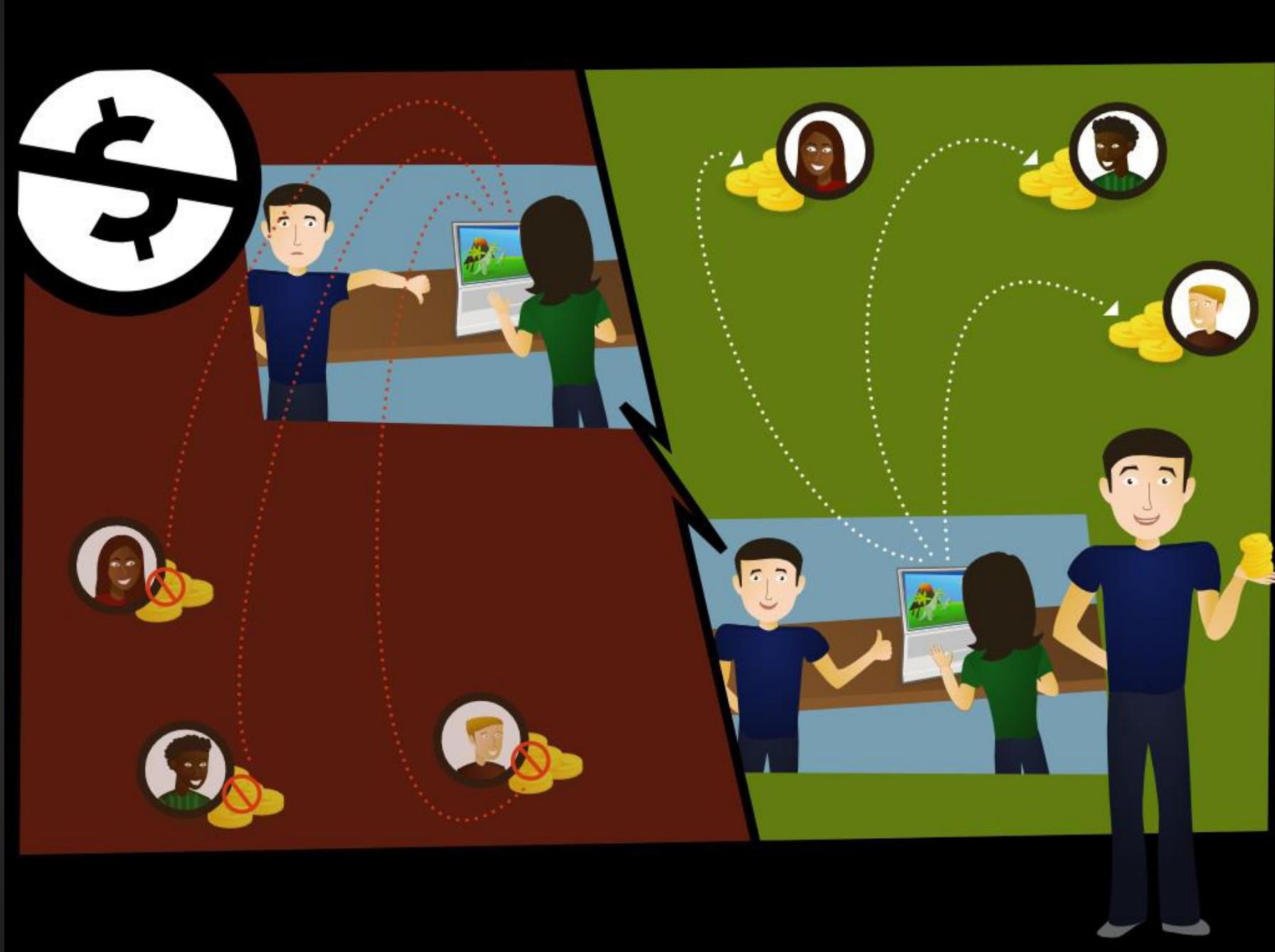


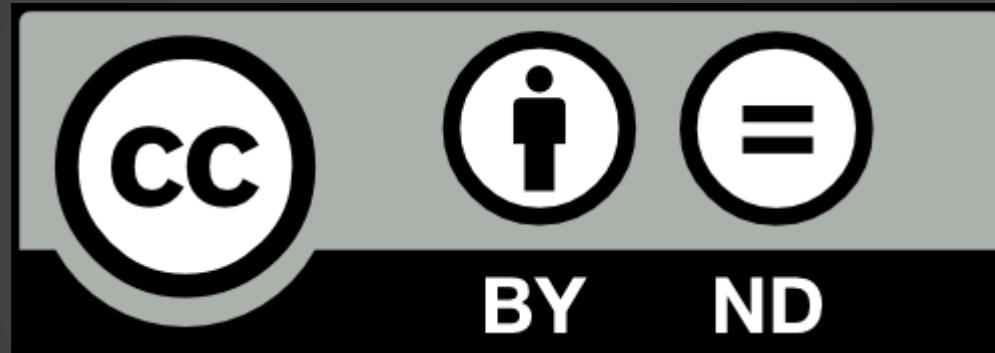


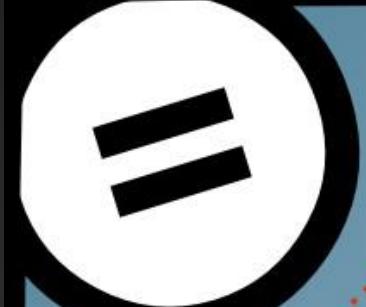


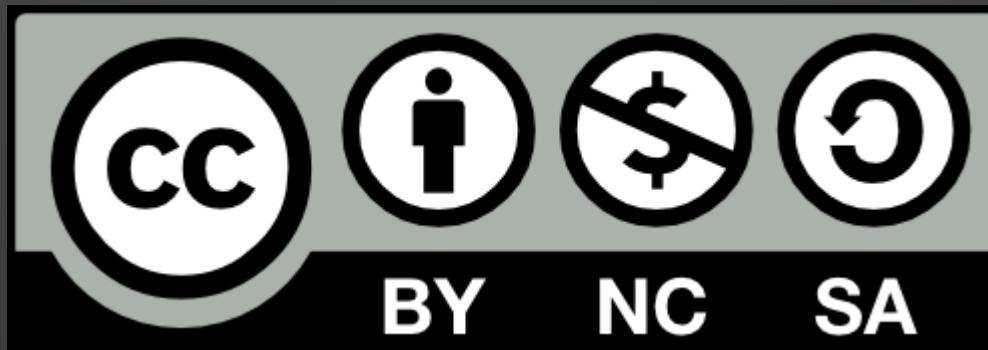
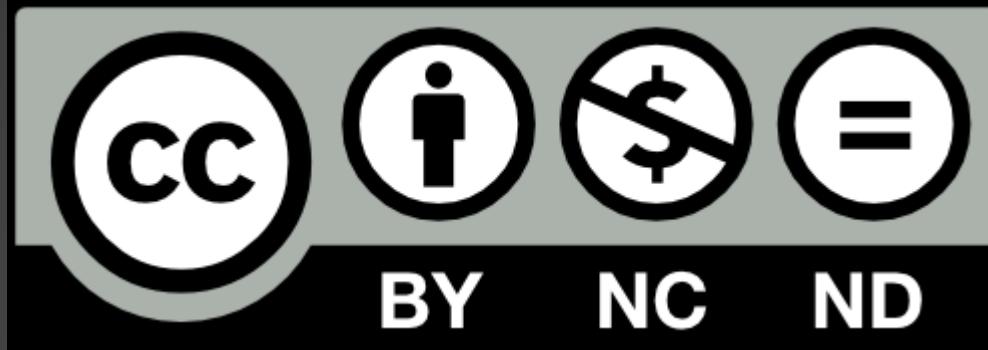


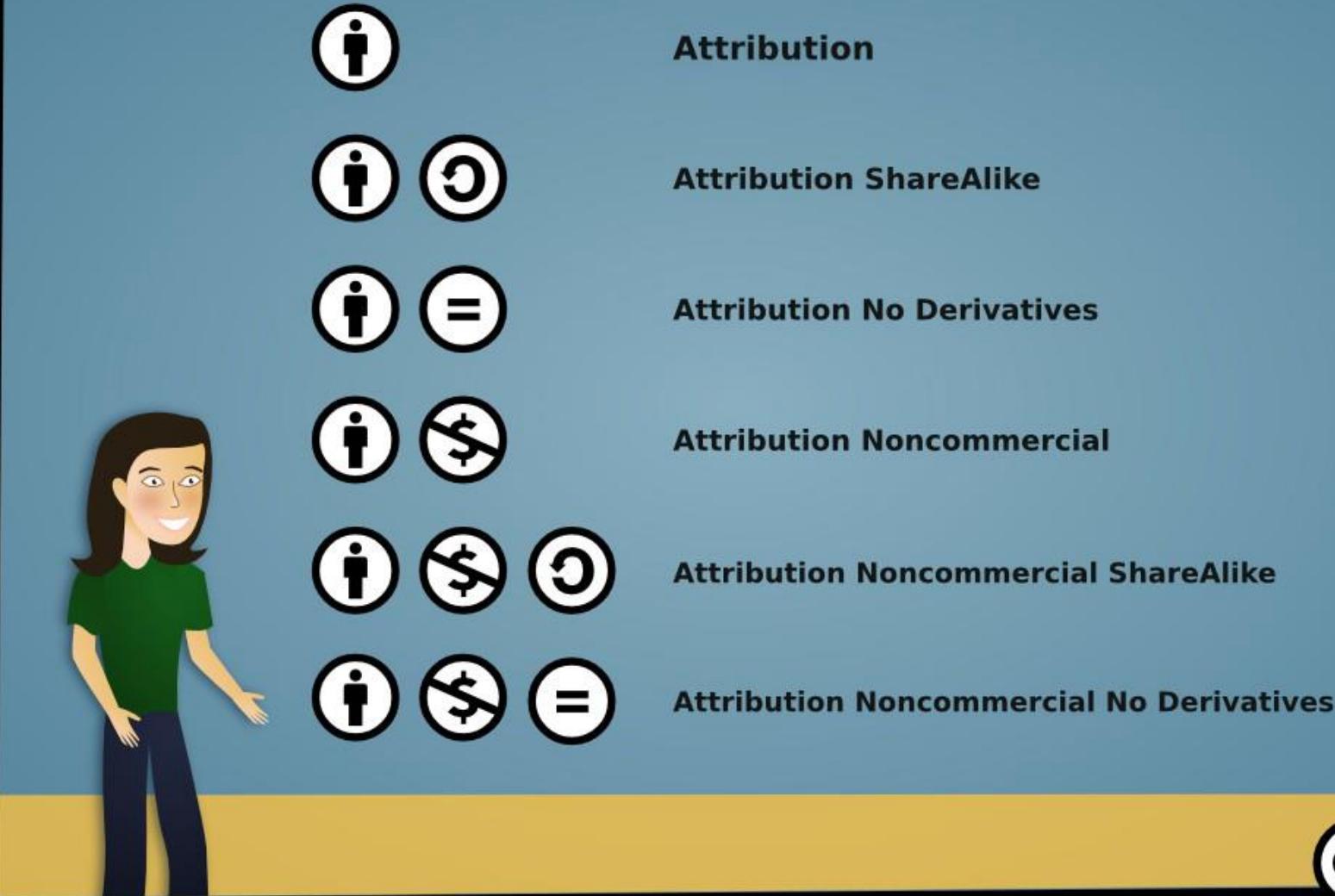








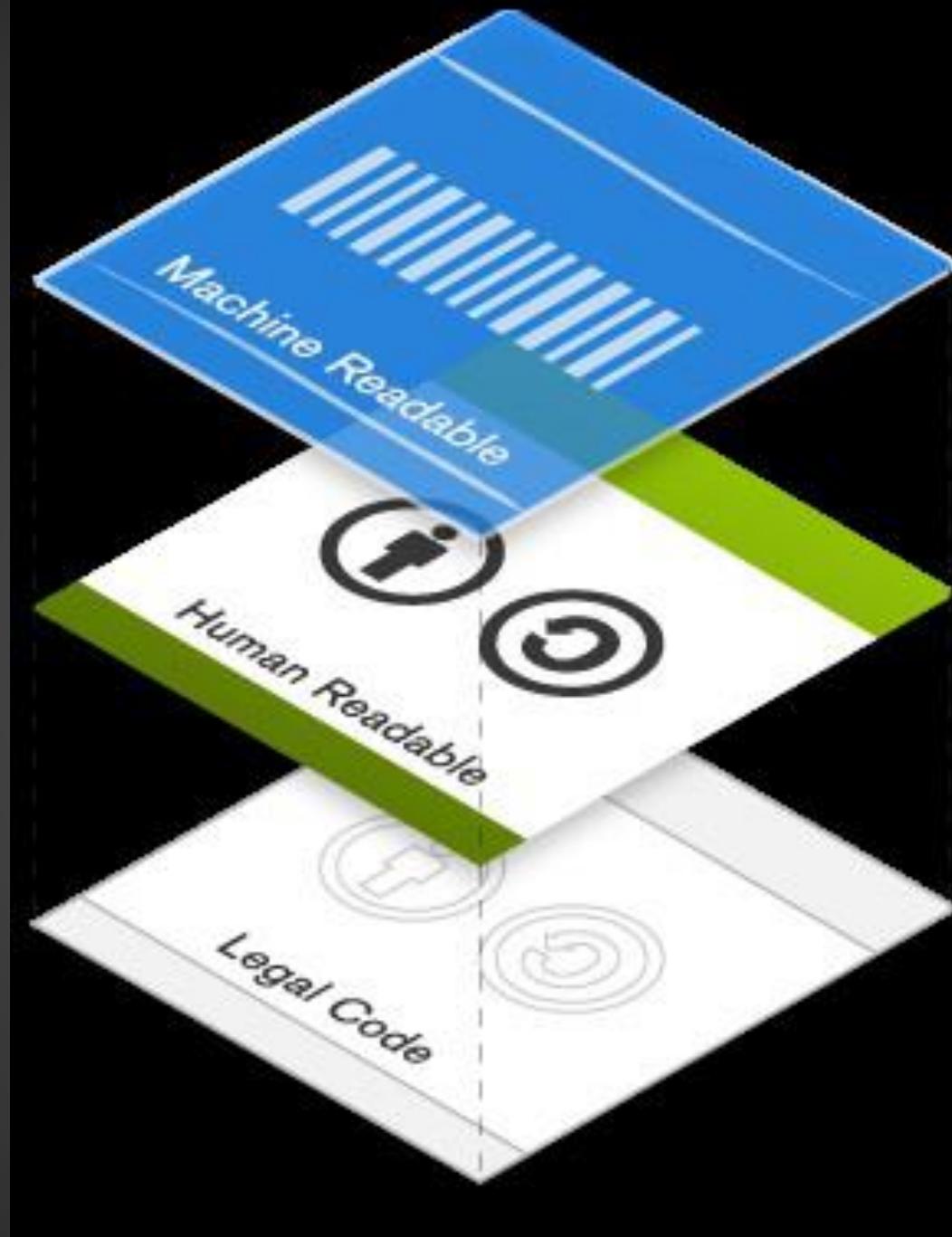




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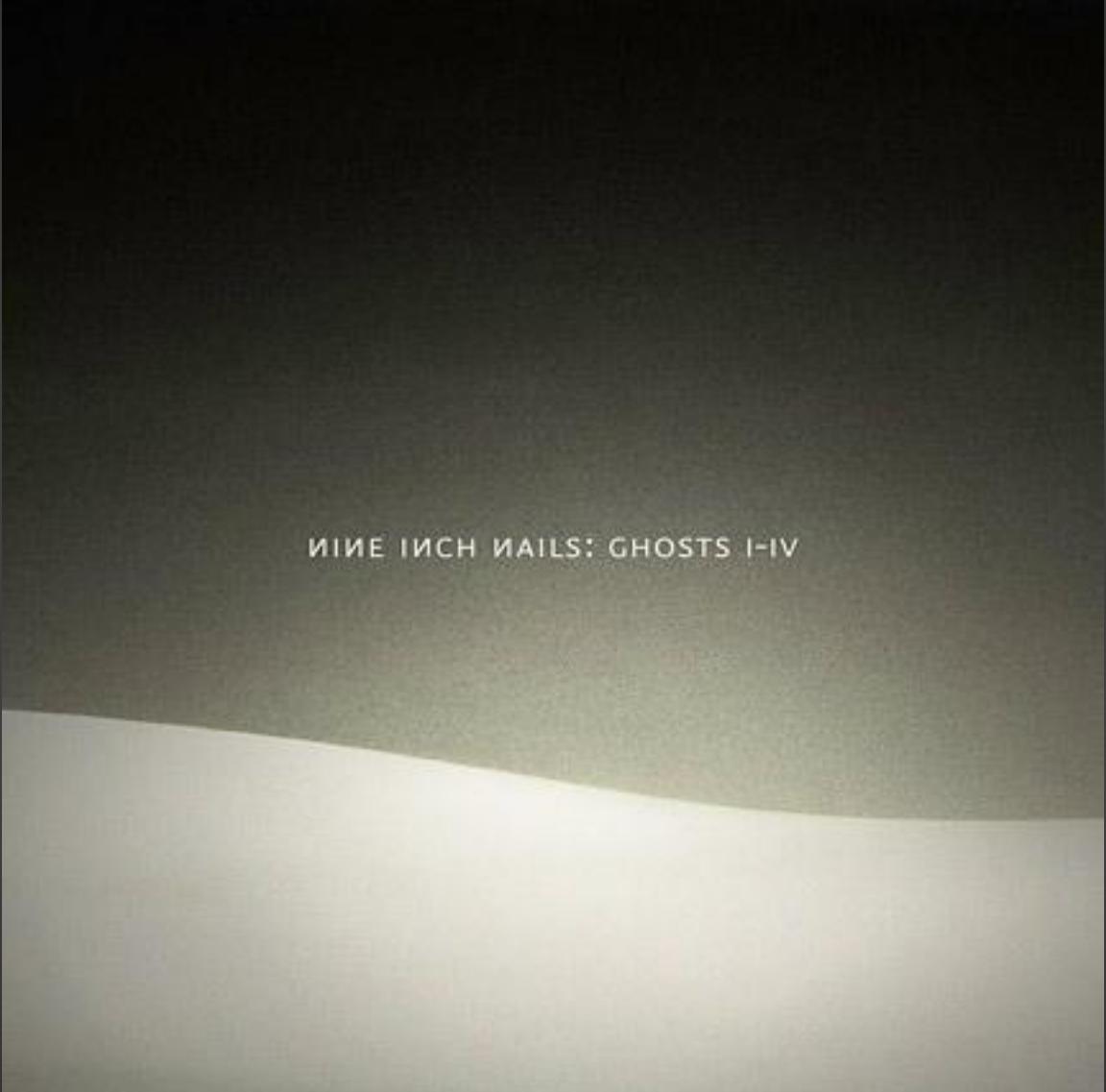
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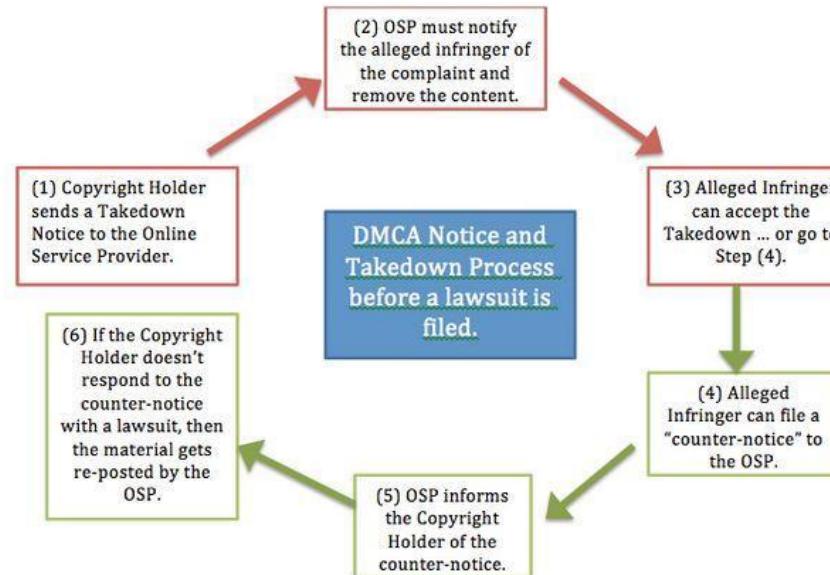
The story of what happens after *The Tempest* as Aron Tarbuck and J Kovach bring the visions of Lovecraft and Shakespeare together.

Discussion of the DMCA (Part 4): How to Respond to a Takedown Request

posted by TIM BILICK on DECEMBER 17, 2013 in BLOG, UNCATEGORIZED

SEARCH

And now for Part 4 on the WLA Series on the Digital Millennium Copyright Act! Up until now, we've talked about the mechanics of removing content. Now we're talking about what to do if you've received a Takedown Request from an Online Service Provider (OSP). Here's a broad overview, but now we're looking at Steps 3 and 4.



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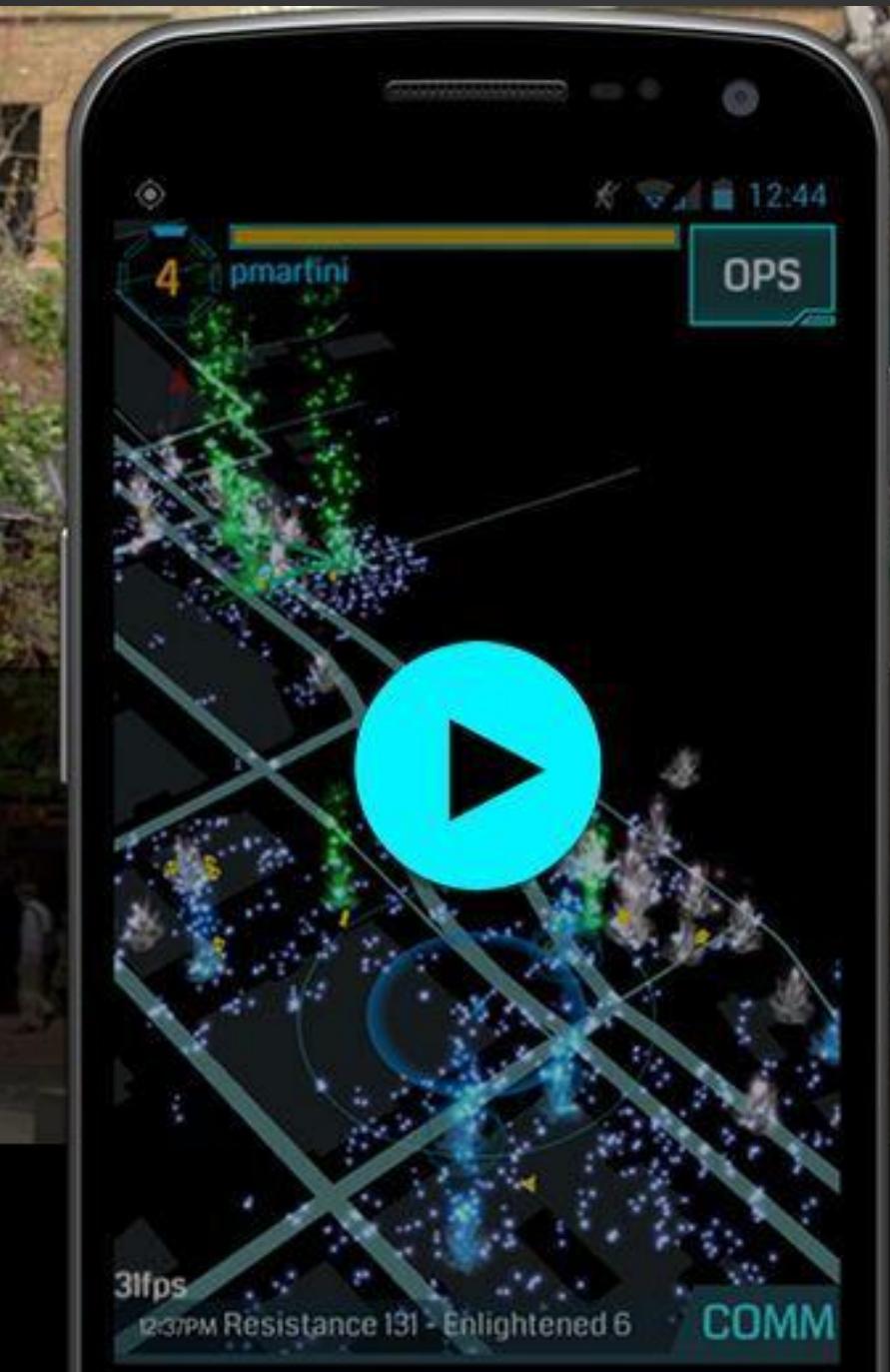
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What do you do if you've received a Takedown Request from an OSP? You may need to send a counter-notice, which essentially says "We're not infringing so leave us alone" to the complaining party and to the OSP.

Rule #1 for dealing with a Takedown Request:

Douglas Adams had it right. Such wise words.

Once you've got that down, you have to make a choice. You can accept the Takedown and go about your day, or you can file a counter notice to the OSP. There is no specific







Claes Oldenburg &
Coosje van Bruggen

NEW PORTAL

by [REDACTED] at 03.12.2013 10:37



CONFIRM
LOCATION:



NAME:

Enter Portal Title

DESCRIPTION:

Enter portal description.

SEND

CANCEL

ToS

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