



KATHOLIEKE UNIVERSITEIT
LEUVEN



Youth work and the use of new media: is it safe?

Legal Perspectives

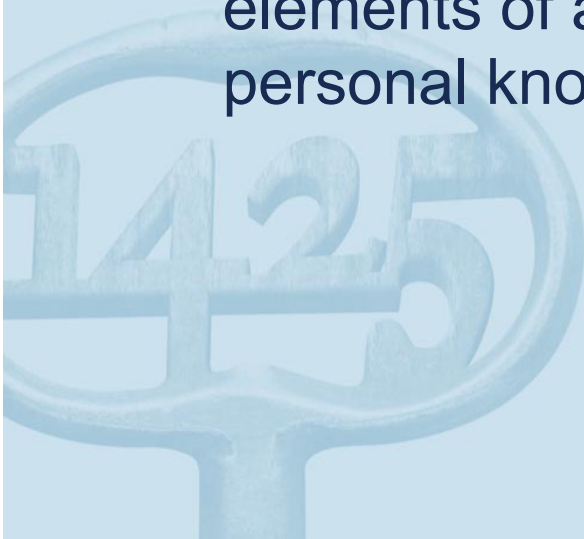


Incluso Conference - 14 September 2010

Disclaimer

This presentation is not based on comprehensive research (the Incluso project doesn't include any legal research activity).

The Incluso project team submitted us some legal questions on which we try to give some first and basic elements of a possible answer, to the best of our own personal knowledge and without any guarantee.



Legal Questions: Overview

- Signing up
- Data Storage
- Intellectual Property
- Informed Consent
- Liability
- Confidentiality

- Minors vs Adults
- EU vs National Law
- Find Help



Signing Up

- How to sign people up to the social software platform of the organisation in the best legal way? Is there an existing format for a registration form that answers the minimal legal requirements?
- Youngsters, under the age of 13 are not allowed in social network sites. Can organisations like Tonuso set up closed environments (like NING) where they teach the youngsters how to use it?
- Related to the above question: youngsters under 13 are, most of the time, not allowed on social network sites. What if they do so anyhow at the centre where they reside?
- We have been signing up under-13s to Ning, and reasoning that because the site is closed to others we can control whom they communicate with, so is it okay to allow them to increase their age so they can get access?

Registration: example

The image shows a web browser window displaying the Netlog registration process. A modal window titled "Register on Netlog" is centered on the screen, overlaying a "Terms & Conditions" page. The registration form includes the following fields and options:

- Your e-mail address:** A text input field.
- First name:** A text input field.
- Last name:** A text input field.
- Gender:** Radio buttons for "Male" and "Female".
- Date of birth:** Three dropdown menus for "Day", "Month", and "Year".
- Choose password:** A text input field.
- I agree to the [Terms & Conditions](#)
- Already registered? [Log in now!](#)
- Register** (Red button)

The background page, "Terms & Conditions", features a dark header with the "NETLOG" logo, a language selector set to "English", and a "register now!" link. Navigation tabs include "Explore", "Manage", "Logs", "Messages", "Friends", and "Games". A search bar is also present. The main content area is partially obscured by the registration modal.



Already have an account? [Sign In](#) or [Join Now](#)

[About Ning](#) [Product](#) [Spotlight](#) [Plans & Pricing](#)

NING, INC. TERMS OF SERVICE

Last Updated: July 20, 2010

Ning, Inc. ("**Ning**", "**we**" or "**us**") is an online service provider that provides a set of services and technology applications that enable users to create their own [Networks](#) utilizing our technology platform (the "**Ning Platform**"). Ning is not involved in the management of Networks on the Ning Platform and is not involved in the decisions relating to the focus of Networks or the [Content](#) uploaded or published to Networks using the Ning Platform. These are your Networks and, as a [Network Creator](#), you are responsible for managing them in all respects (including the actions, conduct, and Content of Your [Members](#)) in compliance with these Terms of Service ("**Terms of Service**" or "**Agreement**").

These Terms of Service contain general terms that apply to all users of the Ning Platform whether they create, join or browse Networks. When using the Ning Platform, you will also be subject to the Ning [Privacy Policy](#) and additional posted guidelines, policies or rules applicable to specific services and features on the Ning Platform, which may be posted by us from time to time (collectively, the "**Guidelines**"). All of these Guidelines are part of this Agreement and are hereby incorporated by reference. If you are purchasing or using any [Ning Credits](#); redeeming your Ning Credits in any [Gift Store](#) for [Virtual Gifts](#); submitting Virtual Gifts for possible placement in Gift Stores ("**Your Virtual Gift**"); or participating in the [Incentive Program](#), you will also be subject to the [Ning Virtual Gift Terms](#).

Additionally, if you are developing applications, products or services for use by any Network Creator on

LEGAL

[Home](#)

[Terms of Service](#)

[Privacy Policy](#)

[Third Party App Dev Terms of Service](#)

[Applications Terms of Use](#)

[Virtual Gift Terms](#)

[Copyright Policy](#)

QUICK REFERENCE

1. [Definitions](#)
2. [Creating Your Own Network](#)
3. [Ning Product Plans, Support Services, Payment and Revenue Sharing and](#)



Already have an account? [Sign In](#) or [Join Now](#)

[About Ning](#) [Product](#) [Spotlight](#) [Plans & Pricing](#)

NING, INC. TERMS OF SERVICE

Last Updated: July 20, 2010

Ning, Inc. ("**Ning**", "**we**" or "**us**") is an online service provider that provides a set of services and technology applications that enable users to create their own [Networks](#), utilizing our technology platform (the "**Ning**");

The Ning Platform is not directed to children younger than 13 and is offered only to users 13 years of age or older. If you are under 13 years old, please do not use the Ning Platform. Any person who provides their personal information through the Ning Platform represents to us that they are 13 years of age or older

submitting Virtual Gifts for possible placement in Gift Stores ("**Your Virtual Gift**"); or participating in the [Incentive Program](#), you will also be subject to the [Ning Virtual Gift Terms](#).

Additionally, if you are developing applications, products, or services for use by any Network Creator on

LEGAL

[Home](#)

[Terms of Service](#)

[Privacy Policy](#)

[Ning App Dev Terms of Service](#)

[Ning Networks Terms of Use](#)

[Ning Gift Terms](#)

[Ning Content Policy](#)

REFERENCE

[Ning Terms of Service](#)

1. [Ning Terms of Service](#)
2. [Creating Your Own Network](#)
3. [Ning Product Plans, Support Services, Payment and Revenue Sharing and](#)

Data Storage

- If personal client information is stored on social software platforms, controlled by the organisation, what rules should they adhere to? Can they keep that information?



Data Storage

- If personal client information is stored on social software platforms, controlled by the organisation, what rules should they adhere to? Can they keep that information?

Answer 1: This is part of the contract

Answer 2: Data privacy rules are applicable

Intellectual Property

- What if youngsters put illegally downloaded material on your project website or our social software platform?
- Youngsters download pictures, music, etc. and put them on our “closed” social platform. Can we allow that? Should we remove that material?



Intellectual Property

- What if youngsters put illegally downloaded material on your project website or our social software platform?
- Youngsters download pictures, music, etc. and put them on our “closed” social platform. Can we allow that? Should we remove that material?
 1. See: Terms and Conditions
 2. Platform Provider does not have a duty to systematically monitor
 3. Platform Provider has to take adequate measures as soon as he is informed



Precautions

- What are the minimal legal precautions that organisations should put in place when starting up the use of social software as a supportive tool for the organisational work with youth? (minors + adults)
- Can an informed consent form make any difference in this matter? What should it look like?



If Things Go Wrong (Liability)

- What if minors (or adults) who are client at the organisation do illegal things? Can the organisation (or staff members) be held responsible because they provided for internet access (computer, internet access, training,....) ?
- Connecting to open wireless networks is illegal (at least in Belgium?) What if youngsters do so anyhow from the centre they reside in, or with computers that were set at the disposal of the youngsters by the centre?
- Tonuso works with young people that are all subject of the Flemish 'Special Youth Assistance'. Tonuso cannot, by law, communicate in any way about the identity of the youngsters at Tonuso. What happens if Tonuso youngsters present themselves on social software platforms and give away that they are linked to TONUSO?
- Can an organisation, coach or staff member be held responsible if they provide and/or support access to the internet at the centre to youngsters who then use the internet to do illegal things? (e.g. selling drugs)

Online Coaching

- Communication between counsellor and client is in theory private. What if this private information is shared in an online platform that is shared with more counsellors at the centre?

Professional Secrecy



Minor vs Adult

- How does all the above change if we consider minors or adults?



EU vs National Law

- Is the national law concerning all the above topics different, depending on the country, or is this a EU-matter? As we are presenting a EU-report, it should be clear if the above is valid for the whole of Europe or perhaps only for one of the partner countries.



Find Help

- Is there a EU, or national Help Centre where organisations can go for help, if they have more questions on legal issues?



Contact



Jos Dumortier

K.U.Leuven – ICRI

Sint-Michielsstraat 6

B-3000 Leuven

(t) +32 (0)16 32 51 49

www.icri.be / jos.dumortier@law.kuleuven.be



Jos Dumortier

time.lex - Information & Technology Law

Congresstraat 35

B-1000 Brussel

(t) +32 (0)2 229 19 47

www.timelex.eu / jos.dumortier@timelex.eu