

Have Attorneys Read the iCloud Terms and Conditions?

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There are some very interesting items in the T&C (Terms & Conditions) that most people never read. The tendency is to click, click, click just to get to the end quickly. The T&C for iCloud is around 12-13 pages long, depending on the device used to view it. So let's dive right into some of the "features" presented in the T&C and what they may mean.

First, you are required to have a compatible device, duh? It also states that "...certain software (fees may apply)..." whatever that means. There are a lot of words about the location-based services and what Apple and its partners can do with the collected data. Make sure you understand the cloud collects GPS location, crowd-sourced Wi-Fi information, cell tower location, device ID, Apple ID, etc. That sounds like enough information to be personally identifiable to us. There are no words on how long they store the data, if at all, but we're pretty sure they don't throw it away after processing. You can opt out of the collection by not using any location-based services, which we doubt many will do.

One interesting item is "The Find My iPhone and Find My Mac features are intended for your personal use only." Does that mean you cannot use the features in a commercial setting? Probably not, but it's not very clear.

Apple doesn't take any responsibility for the integrity of any content stored in iCloud. In other words, you are on your own so don't assume that you can actually use any of the data that you may transmit to iCloud. There's a whole sentence in capital letters that states "...Apple does not guarantee or warrant that any content you may store or access through the service will not be subject to inadvertent damage, corruption, loss, or removal in accordance..." Geez, you call that a backup solution? Apparently not, since a few pages later they say "You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service." Also, if you enable the iCloud "backup" your device will no longer get backed up to iTunes during a sync. Does that make sense? There is no guarantee that content in iCloud will be usable AND it won't be in iTunes any more. To us, that is pretty amazing.

You might reasonably think you'll be notified whenever the terms change or the service is terminated but we doubt it. "Apple may post on our website and/or will send an email to the primary address associated with your Account to provide notice of any material changes to the Service." That word "may" is a killer. Sure, Apple may protect your privacy too, just like Facebook. We're not exactly buying the "trust me" language in light of the historical evidence.

Be aware that Apple will automatically bill you for any storage upgrade fees in advance of the service being provided. This means your credit card will be charged on an annual basis until you cancel so make sure you cancel prior to the renewal time. At least Apple will give you 30 days notice via email so you can react accordingly. Good thing since any fees and charges paid by you are not refundable unless you contact Apple within 45 days of the yearly payment.

One of the more disturbing provisions states that Apple will give your data to any law enforcement authority, government official or third party if they feel it appropriate, necessary or legally required. That's pretty scary and there is nothing that says Apple will even give you notice that they are giving over your data. Apparently your data is not encrypted in iCloud or Apple has the decryption keys, which still means unintended parties can see your data. This means that iCloud is NOT an acceptable service for attorneys that keep client information on their iDevices.

Another scary provision allows Apple to change your content "...to comply with technical requirements of connecting networks or devices or computers." We assume this means the changes are such things as image size, etc. and not the actual substance, but the words don't restrict even that.

Towards the end of the T&C, there is a section that says you can't sue Apple, its affiliates, officers, employees, etc. (they mention anyone that even remotely associates with Apple). You can say that all you want, but we're not sure that it will hold up in court. And it sure doesn't give any attorney a lot of comfort that he/she is dealing with a reputable vendor.

The message is to always READ the terms of service. After reading this one, we can't see why anyone, especially an attorney, would want to use the iCloud service – it looks like a per se ethics violation to us.

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