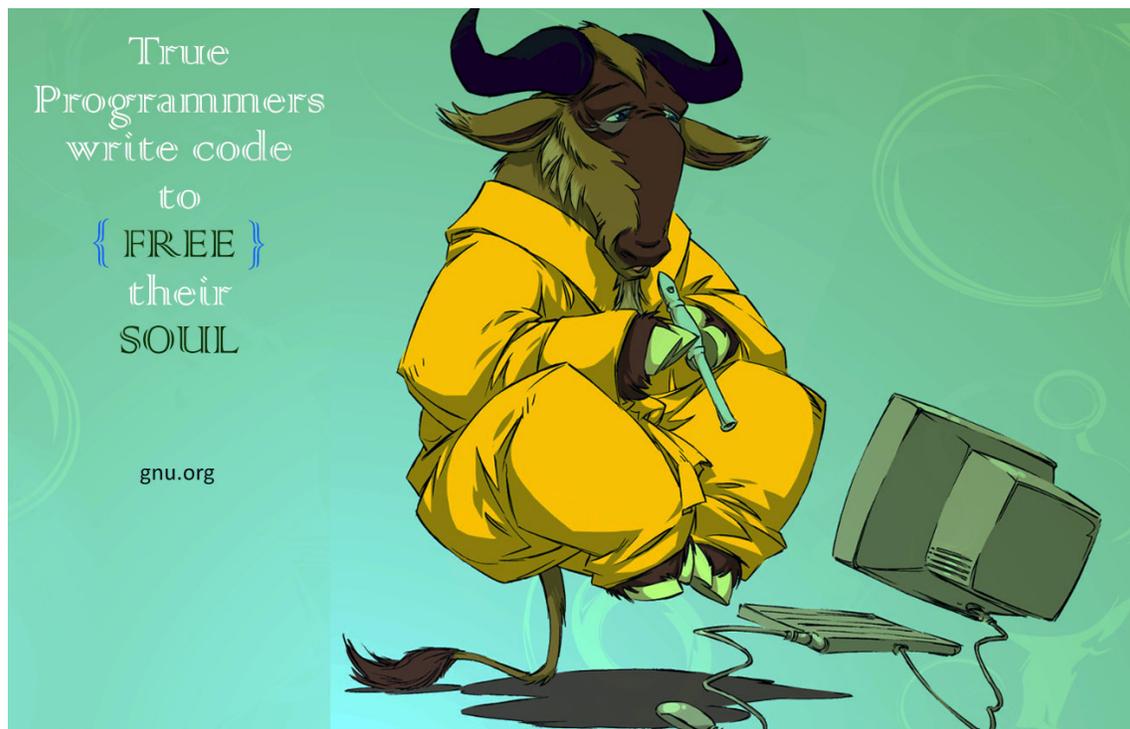


HOW TO EMPOWER PEOPLE AGAINST COMPUTER SPECIFIC THREATS

Document T308 for: Isles of the Left



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HOW TO EMPOWER PEOPLE AGAINST COMPUTER SPECIFIC THREATS

In this contribution we discuss the technology and the associated legal practice that has socialised research and development in infrastructure software around the world - Free Software. We first show that citizens are capable of initiating and creating specific legal practice aimed to protect their freedom and community. We then describe the unjust control of technology by megacorporations and other malignant actors in the tech-field; followed by a critique of mass surveillance systems and the attack towards dissident voices and political advocates that have by now become tradition. In doing so, we provide the moral and ethical guiding light necessary for the creation of a just society built on the principles of sharing and community among the citizens of the world.

The revision of the *GNU General Public License Version 2* (GNU GPLv2) by a large scale international legislative activity conducted without government authorisation or hierarchy over the course of 18 months (January 2006 - June 2007) constitutes the most important example of genuinely democratic, participatory and enforceable law-making in the 21st century (2013 EUPCLA-Moglen). The resulting free software licences (the GNU GPLv3 and the GNU AGPLv3) established a legislative and enforcement system similar to that used by merchants throughout Europe during the medieval period, *LEX MERCATORIA* (2017 USDC). *Lex Mercatoria* functioned as the international law of commerce that decided cases according to the right and good. The legislation was tested in 2017 in the case *Artifex Software, Inc. v. Hancom, Inc.* The landmark 2010 U.S. lawsuit *Jacobsen v. Katzer* had already established that violations of the widely used software licenses of creative collaboration that serve to advance for example, the GNU Operating System, could be brought as copyright claims. The case *Artifex Software, Inc. v. Hancom, Inc.* is historically important because it allowed the possibility of bringing contract claims as well as copyright claims against those who infringe Free Software Licenses such as the GNU GPLv3 or the GNU AGPLv3.

It shows that citizens are indeed capable to fight back and win legal cases against corporate power. However, in 2001; Richard Stallman, the founder of the Free Software Movement and one of the architects of the GNU GPLv3 and the GNU AGPLv3; asserted that if citizens continue to be widely scattered and unorganized, working without a large scale international public consultation, the possibility of democratic control is doomed. At the time, Stallman was talking specifically about the democratic control of technology, the right of users of technology to control the technology they use. But in 2015, it was not the rogue elephants of Hancom Inc. or Kamind Associates Inc. that trampled on citizen's civil and political rights. But the gremlins within the European Commission (EC), the European Central Bank (ECB) and the International Monetary Fund (IMF) to the Eurogroup. The Greek People had famously rejected the austerity measures against them by more than 60% during the polarising referendum of July 5. Yet, the powers that be, still managed to subjugate the Greeks to a third unsustainable loan they could not repay, due to their already high debt level (2015 IMF). It shows that it is going to be really hard for citizens to keep their freedom as reported by Eben Moglen in 2012:

"We are no longer living in a stage in our history where we can think in terms of a country at a time. Globalization has reached the point at which these questions of surveillance of society are now global questions; and we have to work on them under the assumption that no government will decide to be more virtuous than the super powers."

As hardware and software present in most of the technology we use (in game consoles, in smart phones and mobile computing, in tablet and personal computers especially those implementing secure boot, in transportation systems, in the office, in the classroom and at home) continue getting even nastier; surveillance infested products deserve contempt and disrespect (including the companies that produce them and their lackeys in politics and law), and ought to be destroyed and their production made illegal. We must not be distracted by statements of what the state or companies will do with the information they collect (e.g., by policy clauses claiming that only aggregate, non-personally identifiable information is shared with third parties). The Free Software Foundation gives four reasons how such clauses are worthless. The first three are trivial because collected information can be easily distributed through data breaches or taken by subpoena and by changing policies at will and at any time. And finally because sets of aggregate anonymized data can be digitally processed to reidentify and reattribute it back to the specific individuals. There's exactly one way to prevent misuse of surveillance data: To never collect it in the first place. Furthermore, citizens must educate themselves in using anonymity and encryption systems that respect their freedom (e.g., using Tor and GPG); actively work to stop the practice of spying on everyone all the time; but allow some surveillance for the prevention or investigation of specific crimes.

But how is this surveillance carried out? It is carried out using a collection of instructions first written in words, which direct the and run machines and robots. We call the collection of worded instructions *Software Source Code*. But these robots do not have hands or legs. We are their hands and legs. Consequently, if we loose control over their code, these machines run us. What control should we have over this code so we can exercise individual and collective autonomy? *Free Software* is one answer to a world built in code. Software is the end product, in execution it is what the robot does. Free software means software controlled by its users. Specifically, Free Software means that the software gives four essential freedoms to users.

The Four Essential Freedoms of Free Software

0. The freedom to run the software as you wish, in order to do what you wish.
In other words, the code must not restrict how you use it.
1. The freedom to read and change the code to suit your needs.
2. The freedom to redistribute (share) exact copies of the code and be a good member of your community.
3. The freedom to distribute modified versions of the code, so that the community can benefit from your improvements.

Otherwise we call the software proprietary. The machine does not obey you, it obeys somebody else, it obeys its owner. Since proprietary software developers use *Copyright Law* and *Malicious Functionality* to spy on us and stop us from sharing, the Free Software Movement uses copyright law to prevent anyone from taking our software private under

distribution. To eliminate the intrusion of the *Copyright Police* into people's private lives, we wrote the GNU Software Licenses as a *Copyleft*; so that users of software (and so of source code) can freely use, read, share and distribute unmodified and modified versions of software code, and encourage others who write software to make it respect user's freedom as well. Proprietary software development does not contribute to our community, but its owners (e.g., developers, corporations, companies, businesses, and nation states) often want to mistreat us and take handouts from us (e.g., money, information).

One of the threats GNU Licenses remedy, is the dangerous introduction of Technological Restriction Methods (TRM), measures that restrict what users can do with the robots they use. The trend was spearheaded by TiVo Corporation, which from 2002 began manufacturing the TiVo Series2 Digital Video Recorders. The TiVo DVRs incorporated Free Software licensed under GPLv2, which gives users the right to modify the code that controls the recorder. TiVo Corporation abided by the conditions by making the code available via their website, but introduced hardware restrictions that prevented users who tried to run their modified version of the code. Users were not able to control the machine as they wished. We call these devices *Tyrant Devices* and the practice is called *Tivoization*. Tivoization imposes restrictions over the code as a way to turn free software private so the owner can mistreat users as TiVo Corporation did.

Code restrictions are like locks placed on you by someone else, who refuses to give you the keys to open them. Locks are not necessarily oppressive or bad if you own the keys or codes as well, and you are able to use them. You may find them useful or troublesome, but they don't oppress you, because you can open and close the locks as you wish. In other words, the proper description for such restrictive technologies is: *Technological Handcuffs*. Now that we understand the basic concept of digital restrictions, let us get more specific,

In 2005, Sony BMG Music Entertainment (a joint venture between Japan's Sony Corp. and Germany's Bertelsmann Music Group, Inc.) sold Music CDs (from at least 23 titles, including music recordings by Celine Dion, Neil Diamond, Ricky Martin, Santana, and Life of Agony) that allowed Sony and BMG to gain and maintain access to computer systems and ensure that you could not tell the malicious software was there. The software included at least two known programs (called rootkits, specifically; MediaMax of China's SunnComm International Inc. (later The Amurgence Group, Inc.); and Extended Copy Protection XCP of Britain's First4Internet Inc. (later Fortium Technologies Ltd.)). The software programs would sneak into your computer in a way that could not be removed and then run automatically. Later it would phone home and send information about you to Sony Corp. and Bertelsmann Music Group, Inc. And when their actions were discovered, the two corporations offered a malicious fix that did not remove the rootkits, but just hid themselves (a malicious functionality called cloaking). The rootkits were also found on computers run by the U.S. Department of Defense. SunnComm then tried to sue Alex Halderman, the Princeton PhD student for breaking their digital handcuffs for 10 Million U.S. Dollars (\$10m). The four corporations (Sony, Bertelsmann, First4Internet, and SunnComm) were never prosecuted. Digital handcuffs should be forbidden, not protected by laws sets in place by tamed politicians.

We now discuss digital restrictions on books, books that rather than being printed on paper, are interconnected to code that controls the way you can use them. We call such code controlled books using the term ebooks. Many publishers use restrictions on books not

only to stop people from being good members of their community (e.g., by sharing copies of books); but to introduce malicious software functionalities (features) to remotely spy on who reads them or to be able to delete them (effectively burn them). For example, people reading the dystopian novel *Nineteen Eighty-Four* *Nineteen Eighty-Four* by English author George Orwell using the Amazon Kindle had the dystopian experience of having their book erased by Amazon.com, Inc., because Amazon has a back door with which it can erase books remotely. This back door is also used to spy on the reader by monitoring what you are reading. If you're using the Amazon Swindle (because that is what it does, swindles readers), Amazon.com, Inc. says that the books all belong to Amazon, and all the reader gets is a licence to read it under Amazon's choice of imposed conditions. Furthermore, Amazon makes users identify themselves so they would know which books you are reading. Google Books, B&N Nook, and Sony Reader also have spying capability. These corporations greatly assist countries such as the UK, where you can be prosecuted for possessing a forbidden book. In other words, many ebooks are books available only at the price of freedom, so we should not read any books at that price. It is a struggle for power over citizens as has happened to dissident Soviet authors and their readers. Moreover, if the Stasi and the KGB could come back, they could also get Mr. Zuckerberg and Apple Inc. to work for them; doing evil things through beauty.

We must revolt against surveillance, harassment, and mistreatment by governments and corporations. Work together to produce books and reading material in ways that respect readers; and critique many aspects of state policies and activities; as we work to stop or change them, much like the dissent activity of the Samizdat publication and distribution system. To ensure the necessary conditions for liberty and freedom; direct action founded on three pillars is needed - Education, Self-Protection, and Collective Action based on the Respect of Individual Autonomy. Because human history is oversaturated with examples of state surveillance and the lack of oversight regarding surveillance activities (2015; Omtzigt, ECDT, STOAU); and the eventual persecution of surveilled individuals by virtue of their dissenting voice or political advocacy. Further examples include Chelsea Elizabeth Manning (formerly Bradley Edward Manning), Julian Paul Assange, Edward Joseph Snowden, and the arrests of Palestinians for Facebook posts. And considering the systematic government led mass murders of the twentieth century (e.g., the 1.5 million Armenians slaughtered by Ottoman Turks; the extermination of at least 6 million Jews, 3 million Soviet POWs, and 2 million Poles by the Nazis; the genocide in the Darfur region of Sudan; and the combined death tolls that occurred under Joseph Stalin (at least 20 million), Mao Zedong (30 million), the Khmer Rouge (1.7 million), and Saddam Hussein), mass surveillance constitutes a fundamental threat to humanity.

Background Information

The GNU Project

for Freedom Respecting Technology - <https://www.gnu.org>

GNU was started by Richard M. Stallman, an Operating System Designer who worked at the MIT Artificial Intelligence Laboratory in the United States, after announcing his plan for the Operating System he called GNU, in September 1983 on several ARPANET mailing lists and USENET. In 1985, he published The GNU Manifesto, outlining his motivation for creating the freedom respecting operating system which would be compatible with Unix. The development of GNU made it possible to use a computer without software that would trample your freedom. Today, GNU runs the International Space Station Computing.

The Free Software Foundation FSF

for Community and Policy Advocacy <http://www.fsf.org>

The FSF was founded by Richard Stallman in 1985. Its worldwide mission to promote computer user freedom and defending the rights of all software users. The FSF sponsors the GNU project by funding and promoting important free software development and provides development systems for GNU software maintainers.

The Onion Router TOR

for Internet Anonymity - <https://www.torproject.org>

Tor prevents people from learning your location or browsing habits.

The GNU Privacy Guard GPG

for Cryptographic Communications - <https://gnupg.org>

GPG or GnuPG allows you to encrypt and sign your data and communications. GnuPG was the tool Edward Joseph Snowden used to protect his communications with investigative journalist Glenn Edward Greenwald so he could expose the extensive internet and phone surveillance by the United States National Security Agency, the NSA.

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