

# DIGITAL RIGHTS, CURRENCIES AND BLOCKCHAINS

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Christopher Dimech

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## DIGITAL RIGHTS, CURRENCIES AND BLOCKCHAINS

This article starts with the concept of digital rights, followed by an analysis of digital currencies and digital blockchains. I first start with a declaration during the World Summit on the Information Society (WSIS), convened in 2003 under the auspice of the United Nations (UN) which reiterated the respect for human rights and fundamental freedoms and the importance of the right to freedom of expression in the information society of today (2003 WSIS). However such declarations do not reflect the reality regarding law and technology; and the specific interaction between human rights and digital technology. This is because the debate over the future of technology and the internet has focused exclusively on its impact on our lives as consumers, not as citizens. Besides the threats to our freedom that come from surveillance programs through the utilisation of networked services, citizens have no rights in the digital world. Whatever we do on the internet, we do not do it by right but by permission and as long as certain companies permit it. But this is not the traditional way of how things worked before the advent of networked technology.

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To resolve the citizen rights problem, citizens have to establish inalienable universal human rights in cyberspace as well. This means being able to do things in the internet and not be cut off, except with due cause by a court of law. We have to establish that when people contract for a service on the net, they have a right to continued service. They cannot be denied service because someone does not like what they say or what they do. And certainly not without a public trial.

Digital currencies such as Bitcoin can relate to this and be a positive step because you can pay money without the support of payment companies, which can also be used anonymously (perhaps you can donate to wikileaks that way), although it is not the default mode of use. Bitcoin was the first popular and successful implementation of a digital blockchain, the underlying chronological ledger of transactions shared on a distributed digital network of computers that bitcoin uses. Bitcoin started in 2009 after the global financial crisis of 2007 plunged many countries into recession by Satoshi Nakamoto. Observing the financial crisis, Nakamoto had this to say.

"The root problem with conventional currency is all the trust that's required to make it work. The central bank must be trusted not to debase the currency, but the history of fiat currencies is full of breaches of that trust. Banks must be trusted to hold our money and transfer it electronically, but they lend it out in waves of credit bubbles with barely a fraction in reserve."

Today there are about 3,000 other digital currencies around the world. One thing to make clear is that the network can be public (e.g., as with Bitcoin); or private and permission-based. Private systems are Blockchain-as-a-Service (BaaS). On the Internet, proprietary software isn't the only way to lose your freedom. Service as a Software Substitute, or SaaS, is another way to give someone else power over your computing. Concretely SaaS means a network service set by someone else to do certain computing tasks - then invites users to do computing via that server. These servers wrest control from the users even more inexorably than proprietary software. With proprietary software, users typically get an executable file but not the source code. With SaaS, the users do not even have the executable, the file is on someone else's server, where the users can't see or touch it. Thus it is impossible for them to ascertain what it really does, and impossible to change it. In the same way Blockchain-as-a-Service (BaaS) automatically leads to consequences equivalent to the malicious features of certain proprietary software in that the software sends out data about users' computing activities. One of the greatest misapprehensions is that crypto-currencies provide anonymity for their users. However crypto-currencies (especially private ones) only offer pseudonymity by concealing users' identity with a public key but all of their transactions are available for viewing and for scrutiny by law enforcement. Governments worldwide have been ramping up regulations for crypto-currencies and hiring blockchain surveillance and research teams such as Chainalysis (2017 De Silva), Elliptic and Block Seer, to conduct surveillance on the blockchain, using for instance heuristic clustering software to yield a treasure trove of information. The reality is that total security does not exist and the blockchain technology is susceptible to attacks, including attacks that trick the network into accepting unlawful transactions.

These unjust surveillance practices holds true for other blockchain applications. Digital identities, health records, civil records, records management of people, corporate records, voting, governance, asset tracking, engineering-related transactions, supply chain tracking, machine-to-machine (M2M) transactions, supplier identity and reputation, can all be managed by blockchains. In essence, when it comes to Governments, the Financial Industry, Corporations and Businesses, they are demanding permissions and authorisations, and then simply build around the interoperability of blockchain computing. For this reason, the surge in interest in blockchains (2017 IBM) has caused technological surveillance to once again come to the forefront of discussion. This poses the question of how blockchain can be used as a tool to aid surveillance of citizens and by extension as a means of suppression. Just imag-

ine pairing the power to have immutable records on citizens with future technologies enabled by artificial intelligence (e.g., by geolocation movement monitoring, face-recognition, automatic number plate recognition, biometric surveillance). The vision is Orwellian. As time progresses, the battle between privacy-centric techniques and state-sponsored surveillance will increase. However with surveillance techniques on the rise, the question is whether we want a free society, or a life under total surveillance and control built by the credit card system (for example, Mastercard and Visa) where you have to prove who you are in order to do anything. The only way we can have any privacy at all is by fighting back. In our struggle, we need to remember the words of George Orwell.

"The further a society drifts from the truth, the more it will hate those who speak it."

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