

Still more goofy terms of service – restrictions on information disclosure

 devblogs.microsoft.com/oldnewthing/20040929-00

September 29, 2004



Raymond Chen

Part of the terms of the [Continental Airlines OnePass Account Privacy rules](#) seem unusually onerous.

You are authorized to access OnePass account information solely to obtain information regarding your OnePass account and **for no other purpose**. You may not delegate or grant any power of attorney or other authorization regarding any such access. **Any other use of OnePass account information is strictly prohibited**. You may reproduce information regarding your own account for personal use and, in consideration of this authorization, you agree that **any copy of such information shall retain all copyright and other proprietary notices** contained therein. Redistribution in any way requires the express written consent of Continental Airlines.

Under these terms, I cannot tell you that I have 6058 OnePass miles in my account. Because that is a use of OnePass account information that is not explicitly granted above. In fact, if I were to order a ticket from Continental via their online purchasing system, I would not be allowed to enter my OnePass account number, since disclosing my account number is not an explicitly authorized activity. (I am permitted only to access my account information, not to disclose it.)

Furthermore, the second highlighted phrase says that even when I jot down my mileage on a scrap of paper, I have to write down next to it, “Copyright (c) 2004 Continental Airlines, Inc. All rights reserved.” Similarly, if I tell my brother how many miles I have, I can’t just say, hypothetically, “I have 6058 miles.” I have to say, “I have 6058 miles, Copyright 2004 Continental Airlines, Inc. All rights reserved.”

And you wonder why people say this country has too many lawyers.

[Raymond Chen](#)

Follow

