Subject: Vital Security and MMG
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Some things to note about the Vital Security writeup (and other article by association) - I have outlined a couple inaccuracies/misconceptions here along with some data to use if you find yourself having to address this with the outside world.

Point: "As with so many of Direct Revenue's installa, it should be mentioned that (once again), the licence agreement is a general one, instead of the Courses / Aurora specific pieces. Hardly an accurate and informative disclosure of what is about to happen to the PC in question!"

Counterpoint: Our new ERAA mentions ARW Network, and the fact that the software above adds. Subsequently, every ad shown references ARW Network; e.g. "Courses - part of the ARW Network." There would be no additional benefit or clarity to the user to mention Courses or Aurora in the disclosure.

Point: "As always, Direct Revenue do the absolute bare minimum to claim they have covered themselves with their ad-peeping nightmares. You might not like your little box, but at least they give a link to a relevant privacy policy!"

Counterpoint: "Bare minimum" is subjective and ridiculous, but worse, the comparison to Yourtribute is downright misleading because it makes it seem like we do not have a relevant privacy policy by comparison. In fact, this is section 6 of the ERAA.

6. Privacy - ARW does not require you to provide any personally identifiable information in order to download or use the Software. However, the Software does collect certain types of non-personally identifiable information about individuals who install and use the Software. None of the information collected is used by ARW to identify you personally. The use and collection of your information is in accordance with ARW's privacy policy located at www.ahtdeath.com/privacypolicy.html and is incorporated as part of this Agreement.

Point: "In addition, nowhere does it mention that you don't have to agree to the above arware in order to run the desired media file. Cancelling the above agreement will bring it up a few more times, until eventually a Windows self-extractor will appear, allowing you to watch your film / program / whatever. Excopitive? My God, yes, I'd say so."

Counterpoint: Main takeaway here is that users *did see our ERAA and had to opt-in to our software* (screenshot attached). If it is true that the content and the MMG software is not tightly-coupled (this is a surprise to me), then this is not evidence of deception - this is just a bad business decision on the part of MMG! Since when does the consumer have the right to download content for free, when someone else foots the bill for the infrastructure to provide it? This is the greatest misconception propagated by the lot of venture capital in the late '90's into companies that hatched out software/content to consumers with the expectation that eventually, they would find a way to make money. We all know how that went. However, consumers are still left with the sense of entitlement.

Point: "...the main point of this package is to hit you with Arware (and not give you a half hour cartoon that you could have taped for free)."
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Counterpoint: This underscores the service that is being offered to consumers. Anyone who does not want the ads in exchange for this "convenience" *should* tape this stuff for "free" and waste an hour setting up the VCR and pay $4 for the tape. Anyone who complains that they "would" have done this in admission that the choice is theirs, and they should be ashamed of themselves for trying to make this argument that they went out looking for a free lunch, and were shocked when the bill arrived.

In addition, MMG is shutting down operations effective tomorrow for 2 weeks in order to take more control of the content they promote (whereas in the past they allowed quick and easy coupling with most any content that a distributor wanted to promote). They are committed to "full compliance with all US and Canadian laws pertaining to privacy and content distribution.", and I hope to continue working with them.