

# Who gets Grandma's Twitter? Ownership, rights to Internet-based materials



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The amount of material we store in the so-called cloud has seen amazing growth. Be it a Web-based email account, iTunes music collection, or a blog dedicated to humorous pictures of cats, each of us has information we value that is solely accessible through the Internet.

Issues of ownership and rights to these Internet-based

materials can be tricky. What happens to these rights once a person dies? In the past, family members may have wondered who would inherit the family silver. Now, issues may arise as to not only who gets Grandma's Twitter account, but whether the account is even transferable.

Oklahoma is a pioneer as to these issues. A statute in effect since 2010 gives an executor the power to take control over social networking, blogging, instant messaging or email accounts following the owner's death. Oklahoma's statute, though, predates the explosion of cloud computing and leaves open issues such as how or if digital assets can be conveyed.

Delaware recently became the first state to pass comprehensive legislation aimed at addressing what happens to digital assets. House Bill 345 provides that, upon one's death, digital assets are to be treated the same as physical assets and gives an executor broad authority to take control of and transfer them. The law applies not just to Web-based accounts, but to video, images, and other digital materials.



However, the Delaware law states that it is subject to certain provisions contained in end user license agreements. Signing up to a new digital account typically requires agreeing to a user agreement. Given the length and complexity of these agreements, it's a

fair assumption that people often agree to the terms without having read the actual agreement. If one were to read the agreement, they would find that typically they are not acquiring the actual digital asset, but instead a limited license to use the asset. For example, when you purchase a

song on iTunes, you are actually buying a license.

Therefore, all you effectively end up owning is the personal right to listen to the song. Even under the Delaware statute, upon one's death, that limited license would prevent the song from being transferred.

You may want to think twice before amending your will to leave a relative your iTunes library. That is, unless you dislike them.