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An Educator Reconsiders the Kindle

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An Educator Reconsiders the Kindle

Posted on November 1, 2009 by Editor

Editorial by Jeffrey Barlow

We have written several times on Amazon.com’s electronic reader, the Kindle [1]. We have found it an exciting reading technology and feel that most criticisms of it have been launched by those insufficiently familiar with it. We think that the more you use the Kindle, the more transparent you will find it and soon reading is simply reading. We did have some doubts, particularly about economic and political issues, which we expressed as well. We now have been using the Kindle for an additional several months since we last wrote, and are comfortable with it and look forward to packing it for our next trip to China in December-January, rather than a heavy box of books. However, as an educator, we have discovered some new causes for concern.

We have noted in the last several months a definite price creep, at least in the works we wish to read. It seems to us that the statement from the Kindle site reading: “Low Book Prices: New York Times Best Sellers and New Releases are $9.99, unless marked otherwise [2] is no longer true, or perhaps “…unless marked otherwise.” was more significant an exception than we, in our geeky enthusiasm, had hoped.

We would welcome evidence either for or against this suspicion, but cannot find any on the web at present, either way [3]. There is a wonderful site, ebookprice.info, that will let you check prices of various versions of e-books, but this is not enough to validate or disprove our sense that prices are rising [4].

The last several works we purchased, e-versions of hardbacks not yet released in paperback, were within five dollars of the store cost at Amazon. At this price differential, we have some serious concerns and have resolved to check discount prices at big-box bookstores such as Barnes & Noble, which have often significant discounts for new books, for educators or members, and periodic on-line coupons.

It is not that we are solely motivated by price differentials. We still find the Kindle a more convenient way of reading than a heavy hardback with fixed fonts. But we will only pay so much
for an electronic text that we do not own, at least in Amazon’s view. When we buy a Kindle, we in effect sign a contract not to move that text to another Kindle, nor to pass it on electronically or in any other form [5]. This is a particularly damaging limitation for educators.

Here are the relevant portions of the contract:

**Use of Digital Content.** Upon your payment of the applicable fees set by Amazon, Amazon grants you the non-exclusive right to keep a permanent copy of the applicable Digital Content and to view, use, and display such Digital Content an unlimited number of times, solely on the Device or as authorized by Amazon as part of the Service and solely for your personal, non-commercial use. Digital Content will be deemed licensed to you by Amazon under this Agreement unless otherwise expressly provided by Amazon.

**Restrictions.** Unless specifically indicated otherwise, you may not sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any rights to the Digital Content or any portion of it to any third party, and you may not remove any proprietary notices or labels on the Digital Content. In addition, you may not, and you will not encourage, assist or authorize any other person to, bypass, modify, defeat or circumvent security features that protect the Digital Content [6].

Teachers have long had protection against copyright violations with regard to printed content when used solely for educational purposes, under the doctrine of “Fair Use.” We have often placed such digitized scans on line for our students. “Fair Use” has some important limitations: scans were to be placed on sites available only to our students, the use was not to be repeated, and in practice, most of us believe that “limited amounts” means a chapter or less.

But the Amazon contract reproduced above, which one accepts by purchasing a Kindle and Kindle texts, is quite different than “Fair Use.” It is so limiting that the librarian at Pacific University Oregon does not feel it is safe, legally speaking, for me to download even a very small portion of a Kindle text to my computer, format it in HTML, and post it in my course materials. This is a peculiar situation. I could buy the same book in paper form, scan and post limited portions, all quite legally.

The Kindle contract also attempts to draw a line between “use” rights and ownership rights in order to enforce still other restrictions. If I buy a paper text, it is not only physically but legally mine. I can give it to you, even sell it to you, or donate it to the library for its permanent collection—which I have recently done with hundreds of volumes collected over forty years of teaching. Even the IRS recognizes that I have ownership rights and can be compensated for donating those rights to a library. But with the Kindle what I have purchased is the right to use, not own, content. As the license reads:

**No Illegal Use and Reservation of Rights.** You may not use the Device, the Service or the Digital Content for any illegal purpose. You acknowledge that the sale of the Device to you
does not transfer to you title to or ownership of any intellectual property rights of Amazon or its suppliers. All of the Software is licensed, not sold, and such license is non-exclusive.

It is not only readers who have cause to be concerned about the all-embracing nature of the Kindle contract. Writers have also complained publicly that their rights to their works are being much limited by Kindle content contracts and can be transferred under Amazon.Com’s conditions, not under their own [7].

These limited rights I get with a Kindle and its content need to be viewed against opportunity costs: what am I really paying to use a Kindle and its digital text? What additional opportunities am I giving up by doing so? Many Kindle readers have been concerned about price for some time [8]. The comfortable assumption has been that as new producers enter the market, prices of both reading appliances and e-texts will be under price pressure and should, by our usual free-market assumptions, if anything, decline. However, the market is at present awarding the gold-filled palm to Amazon.com. Other producers such as Sony and the most recent entrant, Barnes & Noble with its new “Nook,” would not make the first page if the competition were a google search.

Largely on the basis of Kindle sales, Amazon has just reported record profits and seen its share prices rocket [9]. Given this record, Amazon might be forgiven if it is now thinking of testing the limits of the concept of monopoly, rather than of competition.

“Fair Use” has long been regarded as an important exception to copyright rules, and for Amazon to so clearly attempt to negate it is a very unwelcome development. I do not dispute Amazon.com’s legal or moral right to profit from its investments in the Kindle. It is clear that the development of the device has been a cost sink for several years, and that the device is a wonderful product, fully worthy of its success.

But for me as a teacher, in many cases it is going to be back to those heavy, smelly, limited-format paper books. At least I can share them, one of the basic pleasures of reading, and one of the important elements of teaching.

Endnotes

[1]See the first of these articles, “To George Orwell: It’s the Kindle Baby, it’s the Kindle!”


[3]Prices have definitely been hiked in the U.K. See MacUser, 10/12/09 “Amazon hikes UK eBook price by 40%” at: http://www.macuser.co.uk/news/270142/amazon-hikes-uk-ebook-price-by-40.html This may have more to do with fluctuating currency values than with actual
price increases, of course.


[5]See one writer’s copy of the contract with comments at:


[7]See noted Sci-Fi author Cory Doctorow’s statement at:


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6 THOUGHTS ON “AN EDUCATOR RECONSIDERS THE KINDLE”

Editor
on November 1, 2009 at 6:11 PM said:

Poster Name: Jeffrey Barlow
Message: This may seem an odd way to update my editorial, but much easier than reworking the whole thing. I was today reading about B&N’s Nook and see that it will let you share e-books with friends for up to two weeks. I think this is a great advance over the Kindle, insofar as some of the concerns I raised in the original editorial... Jeffrey

Maryjo Salomone
on January 30, 2014 at 6:13 PM said:

Thanks for the sensible critique. Me & my neighbor were just preparing to do some research about this. We got a grab a book from our area library but I think I learned more from this post. I’m very glad to see such wonderful information being shared freely
out there.

Charmain
on February 3, 2014 at 2:36 AM said:

I am really loving the theme/design of your blog. Do you ever run into any internet browser compatibility issues? A few of my blog readers have complained about my site not working correctly in Explorer but looks great in Chrome. Do you have any advice to help fix this problem?

Laveta Boyl
on February 5, 2014 at 11:51 AM said:

Hello, this Dane from Seattle. I am new here and this is my first post. I like this website and the people here.

cork board ideas
on February 5, 2014 at 12:26 PM said:

This blog was… how do you say it? Relevant!! Finally I have found something that helped me. Thank you!

Lucretia Remlin
on February 5, 2014 at 2:58 PM said:

Het is zo makkelijk voor u mensen om domme commentaar over zo’n belangrijk onderwerp te maken. Wees serieus alsjeblieft!