

174411 - Ruling on selling a free Google blog

the question

There is a service offered by the Google company, which is hosting blogs for free. Any person can start a blog at any time, and can have any number of blogs.

I signed up and opened a general blog that did not specialise in any topic and was not personal. After adding various topics, my blog had content and visitors from different countries.

One day I received a comment on one of my posts, telling me that someone wanted to buy the blog from me. After a while I contacted that person and agreed to sell the blog; he gave me the money and I handed the blog over to him.

After a while, I started another blog in the same manner. After adding some content, my blog began to receive visitors from several countries. Then I received a comment telling me that someone wanted to buy the blog from me. After a while I decided to sell the blog, and I have received roughly half of the money and am waiting for the other half. I gave the blog to him and it has become his.

But the problem is that after selling the first blog, and selling the second blog and receiving half of the money, I read in the conditions of service the following condition:

“You may not resell the Service, unless you receive clear written consent from Google allowing you to do that. You agree not to reproduce, modify, copy, sell, trade, resell or use for any commercial purpose: (a) any part of the Service or (b) use of the Service or (c) access to the Service.”

I was not aware of this condition until after I had sold the two blogs. Previously, when starting the blogs, I agreed to the conditions of Service, but I had not read them when I agreed to them. But after selling the blogs I read them, and I saw that selling is not allowed. Please note that with

the money from the first blog I bought a laptop computer, and I learned with it and benefitted.

The problem is that the service is free, i.e., it is not my property or the property of anyone else; rather it is the property of Google, and at any time it may be shut down. I sold this blog after I had added content to it and after I started to get visitors to the blog. The new owners have added more material to the blogs, and I do not believe that they would give the blogs back to me if I give the money back to them. At present I do not have the full amount in order to take back the blogs, but I may be able to obtain some money after a while.

I got in touch with the new owners of the blogs after reading the conditions of service, and they said that they know that they do not belong to anyone, and that they are aware that the service may be shut down any day, but they are happy with that.

My question is: is this money haraam? Is what I have learned with the computer haraam? What should I do with the money and the computer that I have, and the money that I have not spent? Are they haraam?

I have other blogs; can I sell them or not? Please note that I do not want them now and I will give them up after a while. Can I sell them and let others make use of them, or is it haraam to sell them?

Detailed answer

Firstly:

We appreciate your keenness and your cautious approach, and your eagerness to make sure that your earnings are halaal. We ask Allah to bless you and grant you provision from His bounty.

Secondly:

Referring to the conditions that are stipulated by Google in offering the blog hosting service, it is clear that they affirm that the content of the blog belongs to the blogger, along with whatever patents, trademarks and copyright may be applicable. This means that it is permissible to sell the content.

It says in their terms and conditions:

“6. Intellectual property rights: Google’s intellectual property rights. You affirm that Google owns all rights, the right of ownership, use of the service and so on, including all intellectual property rights (“Google’s rights”). Google’s rights are protected under the laws of the United States and international laws pertaining to intellectual property. Therefore you agree that you will not copy, reproduce, change, or modify the service, or create derivative works. You also agree that you will never use any internet bots, web crawlers, or other automated or manual system to watch over content or obtain a copy of the service. As explained below, Google’s rights do not include content uploaded by the user of the Service, including the content of communications that may reach or appear on the Service.

“Intellectual property rights: Google does not make any claim to own or have any authority over content you upload, store or send through the Service. Therefore you (or anyone you permit, as appropriate) retain ownership of all patents, trademarks and copyright to any content you upload, store or send, on or via Google Services, and you bear the responsibility of protecting these rights as appropriate.”

We understand from this that the service that one is not allowed to sell or copy is the program or software used to run the blog. As for the content, it belongs to the blogger.

If the purchaser understands that the blog is basically free and belongs to Google, then in fact he is buying what is in the blog of work, content, trade names and so on, and what results from that of fame and attracting visitors. These things belong to the blogger, and it is permissible for him to sell them.

Based on that, there is nothing wrong with selling the two blogs and selling similar things which contain material that offers an incentive to buy the blog; in fact what is being sold is the

content.

And Allah knows best.