

Rooting a smartphone or tablet allows for the expansion of the inherent computing capabilities for which the device was constructed. It does not otherwise facilitate the illegal use of copyrighted or protected software or products, nor does it allow for the use of capabilities of the device for which the manufacturer or seller of the device has some expectation of compensation. If you purchased the phone or tablet on contract, the supplier/seller has the right to hold you to the terms of the contract. Rooting the device does not alter or otherwise affect the enforceability of the terms of that agreement and the basic contractual bargain made between supplier and purchaser. While rooting may expand the user/purchaser's capabilities of that device beyond what the manufacturer or supplier originally provided, and while the manufacturer or supplier may provide for similar additional capabilities in other devices or for additional surcharges, it would be unfair to assume and legally mandate that the consumer/user has no other option for obtaining such additional capabilities on their device except through that single-source, when the original transaction never contemplated nor required such a "requirements-like" contract. If a manufacturer and supplier wants to make their devices incapable of being rooted, or require pursuant to a purchase contract that such action is illegal, then let the market determine the desirability of such actions ... not the Copyright Act.