

DECLARATION OF JULIO C. AVALOS

EXHIBIT C

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Developer Terms of Service

Last revision date: June 1, 2007

The terms and conditions set forth below (this "Agreement") govern your use of the Facebook Platform (as defined below). If you are an individual acting as a representative of a corporation or other legal entity that wishes to use the Facebook Platform, then you represent and agree that you enter into this Agreement on behalf of such entity, and that all provisions of this Agreement will bind that entity as if it were named in this Agreement in place of you. BY ACCEPTING THESE TERMS AND CONDITIONS, OR BY USING OR ACCESSING ANY PORTION OF THE FACEBOOK PLATFORM, YOU IRREVOCABLY AGREE TO THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE ALL AUTHORITY NECESSARY TO BIND YOURSELF (AND, IF YOU ARE EMPLOYED BY OR OTHERWISE REPRESENT ANY CORPORATION OR OTHER LEGAL ENTITY THAT WISHES TO USE THE FACEBOOK PLATFORM, THAT ENTITY) TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE FACEBOOK PLATFORM.

Section 1. Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the meanings attributed to them below (and other terms used in this Agreement with initial letters capitalized will have the meanings attributed to them elsewhere in this Agreement).

"**Applicable Facebook User**" means, with respect to any Facebook Properties, the Session Owner associated with the Call through which such Facebook Properties were retrieved.

"**Call**" means an automated call or other data retrieval request delivered to or through the Facebook Platform in accordance with the Facebook Platform Documentation.

"**Data Repository**" means any spreadsheet, database, physical document, server, network, or other repository of information, whether centralized or distributed.

"**Developer Provided Content**" means any data, images, text, content, code or other copyrightable materials or other information or materials of any kind (other than any Facebook Properties) that is included in, provided through or used in connection with your Facebook Platform Application or otherwise provided by you to Facebook, or that you have uploaded to our servers or have directed us to download or otherwise obtain from third party Applications or other sources.

"**Exportable Facebook Properties**" means, as of any given time, any types of Facebook Properties that are expressly designated by Facebook at that time in the Facebook Platform Documentation and in the implementation of the Facebook Platform as being "exportable" to Applications and Data Repositories operated by persons other than you. For the avoidance of doubt: (a) any types of Facebook Properties that are not expressly designated by Facebook in both the Facebook Platform Documentation and in the implementation of the Facebook Platform as being "exportable" to such Applications and Data Repositories shall not be deemed Exportable Facebook Properties; and (b) Facebook reserves the right to revoke the designation of any types of Facebook Properties as being "Exportable Facebook Properties" at any time.

"**Facebook**" or "**us**" (and conjugations thereof as required by the context) means Facebook, Inc. and/or its corporate affiliates collectively.

"**Facebook Platform**" means a set of APIs and services provided by Facebook that enable websites and applications (collectively, "**Applications**") to retrieve data relating to Facebook Users made available by Facebook and/or retrieve authorized data from other Applications. The term "Facebook Platform" includes any data, images, text, content, code, APIs, tools or other information or materials provided by Facebook through or in connection with such APIs and services (collectively, the "**Facebook Properties**").

"**Facebook Platform Application**" means an Application that interfaces with the Facebook Platform (whether such Application is hosted on your site, a third party site, the Facebook Site, or is client-resident).

"**Facebook Platform Documentation**" means the technical documentation applicable to the Facebook Platform made available by Facebook from time to time at <http://web.archive.org/web/20070613034224/http://developers.facebook.com/> (or such other URL as Facebook may designate from time to time).

"**Facebook Site**" means that web site, the primary home page of which is accessible through the URL <http://www.facebook.com>.

"Facebook User" means a human user of the Facebook Site.

"Intellectual Property Rights" means any patent rights, copyright, trade secret rights, trademark rights (including rights in trade names, trade dress, service marks, URLs or other source of business identifiers), rights in industrial property and industrial designs, moral rights and all other intellectual property or proprietary rights arising under the laws of any jurisdiction worldwide, including all rights or causes of action for infringement or misappropriation of any of the foregoing, and all rights in any registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues for any of the foregoing.

"Session Key" means a unique session key associated by Facebook with a Call.

"Session Owner" means a unique Facebook User associated by Facebook with a Session Key.

Section 2. Conditions of Use

Your use of the Facebook Platform, including the Facebook Properties, is subject to this Agreement, and also to the Facebook Site Terms of Use, the Facebook Platform Documentation and the Facebook Platform Application Guidelines, each of which is incorporated into this Agreement by this reference.

A. Certain General Requirements. Subject to the terms of this Agreement:

- 1) You may create Facebook Platform Applications;
- 2) Your Facebook Platform Applications may access and use Facebook Properties and/or Developer Provided Content, and your Facebook Platform Applications may be accessed from the Facebook Site;
- 3) As provided in the Facebook Platform Documentation, your Facebook Platform Applications may make Calls at any time that the Facebook Platform is available. We may at any time, and over any given period of time, limit the number of Calls any Facebook Platform Application may send to the Facebook Platform, or prohibit any Facebook Platform Application from sending Calls to the Facebook Platform, as we deem appropriate in our sole discretion;
- 4) Except as provided in Section 2.A.6 below, you may not continue to use, and must immediately remove from any Facebook Platform Application and any Data Repository in your possession or under your control, any Facebook Properties not explicitly identified as being storable indefinitely in the Facebook Platform Documentation within 24 hours after the time at which you obtained the data, or such other time as Facebook may specify to you from time to time;
- 5) You may store and use indefinitely any Facebook Properties that are explicitly identified as being storable indefinitely in the Facebook Platform Documentation; provided, however, that except as provided in Section 2.A.6 below, you may not continue to use, and must immediately remove from any Facebook Platform Application and any Data Repository in your possession or under your control, any such Facebook Properties: (a) if Facebook ceases to explicitly identify the same as being storable indefinitely in the Facebook Platform Documentation; (b) upon notice from Facebook (including if we notify you that a particular Facebook User has requested that their information be made inaccessible to that Facebook Platform Application); or (c) upon any termination of this Agreement or of your use of or participation in the Facebook Platform;
- 6) You may retain copies of Exportable Facebook Properties for such period of time (if any) as the Applicable Facebook User for such Exportable Facebook Properties may approve, if (and only if) such Applicable Facebook User expressly approves your doing so pursuant to an affirmative "opt-in" after receiving a prominent disclosure of (a) the uses you intend to make of such Exportable Facebook Properties, (b) the duration for which you will retain copies of such Exportable Facebook Properties and (c) any terms and conditions governing your use of such Exportable Facebook Properties (a "Full Disclosure Opt-In");
- 7) You will at all times comply with all applicable laws or regulations, including, without limitation all applicable export control laws and regulations and country-specific economic sanctions implemented by the United States Office of Foreign Assets Control in connection with your use of the Facebook Platform;
- 8) You will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any Facebook Properties to any country (or national thereof) without obtaining any required prior authorizations from the appropriate government authorities;
- 9) You will not use the Facebook Platform or any of your Facebook Platform Applications, and your Facebook Platform Application will not be designed:
 - (i) in a manner that infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights or that is misleading, deceptive or fraudulent;
 - (ii) to engage in spamming or other advertising or marketing activities that violate any applicable laws, regulations or generally-accepted advertising industry guidelines;

- (iii) in a way that is otherwise illegal or promotes illegal activities, including without limitation in any manner that might be libelous or defamatory, or in a way that is otherwise malicious or harmful to any person or entity, or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age;
 - (iv) to request, collect, solicit or otherwise obtain access to usernames, passwords or other authentication credentials from any Facebook Users, or to proxy authentication credentials for any Facebook Users for the purposes of automating logins to the Facebook Site;
 - (v) to impersonate any person, or to obtain access to the Facebook Site without authorization;
 - (vi) to enable you to personally identify any Facebook User except with their express consent;
 - (vii) for the primary purpose of facilitating the distribution of copyrighted content without the authorization of the copyright holder;
- 10) Without limiting your other obligations under this Agreement, with respect to your use of the Facebook Platform and any installation and use by any Facebook Users of your Facebook Platform Applications, you agree to implement and observe standards of privacy and confidentiality for the collection, use and sharing of any data related to any Facebook User that are at least as stringent and user-favorable as the standards set forth in the [Facebook Privacy Policy](#);
 - 11) You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Facebook Site or the Facebook Platform, or any portion or feature of either;
 - 12) You will provide any information and/or other materials related to your Facebook Platform Applications reasonably requested by Facebook from time to time to verify your compliance with this Agreement. If any of your Facebook Platform Applications are available online, you acknowledge and agree that Facebook may crawl or otherwise monitor your Facebook Platform Applications for the purpose of verifying your compliance with this Agreement, and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we and/or our affiliates or agents may use technical means to overcome any methods used on your Facebook Platform Applications to block or interfere with such crawling or monitoring). If any of your Facebook Platform Applications are client-resident (including on a mobile device), you agree to furnish a copy of such Facebook Platform Applications and any supporting documentation upon request for the purpose of verifying your compliance with this Agreement; and
 - 13) You acknowledge and agree that Facebook may include within the Facebook Properties "dummy" information that does not relate to any actual person, without specifically identifying such information, for the purposes of allowing Facebook to monitor compliance with this Agreement.
 - 14) You will not, in any terms of service or license agreement applicable to any of your Facebook Platform Applications, or otherwise, impose or purport to impose any obligation on any person, or grant or purport to grant any right, power or authority to yourself or any other person, that would be inconsistent with this Agreement, and you agree that any such obligation, right, power or authority purportedly imposed or granted shall be null and void *ab initio*.

B. Presentation and Distribution

- 1) Your Facebook Platform Applications may display Facebook Properties retrieved through the Facebook Platform in any format you choose, subject to the terms and conditions contained in this Agreement; provided that, you may not (a) display or otherwise provide any Facebook Properties to any person other than the Applicable Facebook User (i.e., the Facebook User uniquely associated by Facebook with the Call through which such Facebook Properties were retrieved), or (b) otherwise display or provide (or assist any third party to display or provide) to any person any Facebook Properties that such person would not properly have been able to access through the Facebook Site. For the avoidance of doubt, the foregoing will not prohibit you from displaying or providing information that you collect entirely independently of the Facebook Site and Facebook Platform, even if such information is identical to information contained in Facebook Properties;
- 2) You may not edit or modify Facebook Properties in any way, except with respect to graphic images, to re-size such images while maintaining the same relative proportions of the image.
- 3) You may not remove, obscure, or alter any notice of patent, copyright, trademark or other proprietary right appearing on or contained within the Facebook Platform (including, without limitation, any Facebook Properties).
- 4) You may not store any Facebook Properties in any Data Repository which enables any third party (other than the Applicable Facebook User for such Facebook Properties) to access or share the Facebook Properties without our prior written consent.
- 5) You may not sell, resell, lease, redistribute, license, sublicense or transfer all or any portion of the Facebook Properties, or use or store any Facebook Properties for any purpose other than as specifically authorized herein.

- 6) Your Facebook Platform Applications may not be designed or implemented a way that might mislead a user into believing he or she is interacting directly with the Facebook Site when interacting with any of your Facebook Platform Applications, or that any of your Facebook Platform Applications were created by or are endorsed by Facebook, as determined by Facebook in its sole discretion.
- 7) If any of your Facebook Platform Applications are designed to be presented in a "frame" or to be "embedded" into any page of the Facebook Site (e.g., via FBML), or you otherwise consent to any similar presentation, you grant Facebook the right to (a) link to your Facebook Platform Applications (and any Developer Provided Content provided through your Facebook Platform Application) and (b) "frame" or otherwise display and permit third parties to display navigational elements and content (including, without limitation, advertising and promotional content) in conjunction with your Facebook Platform Applications and any Developer Provided Content displayed on or linked to from the Facebook Site.
- 8) Notwithstanding the provisions of Sections 2.B.1, 2.B.2 and 2.B.5 above, if (and only if) the Applicable Facebook User for any Exportable Facebook Properties expressly approves your doing so pursuant to a Full Disclosure Opt-In, you may additionally display, provide, edit, modify, sell, resell, lease, redistribute, license, sublicense or transfer such Exportable Facebook Properties in such manner as, and only to the extent that, such Applicable Facebook User may approve.

C. Confidential Information

The term "Facebook Confidential Information" means any information of or relating to Facebook that becomes known to you through disclosure, observation or otherwise, and that either is designated as confidential by Facebook or that is not generally known or readily ascertainable to the public, including, without limitation, nonpublic information regarding the Facebook Platform (including the Facebook Properties) and Facebook's products, services, programs, features, data, techniques, technology, code, ideas, inventions, research, testing, methods, procedures, know-how, trade secrets, business and financial information and other activities. All Facebook Confidential Information remains the property of Facebook, and no license or other right in any Facebook Confidential Information is granted hereby. You will not disclose any Facebook Confidential Information to any third party, and will take all reasonable precautions to prevent its unauthorized dissemination, both during and after the term of this Agreement. If you are a corporate entity, you will limit your internal distribution of Facebook Confidential Information to your employees and agents who have a need to know, and will take steps to ensure that dissemination is so limited. You will not use any Facebook Confidential Information for the benefit of anyone other than Facebook. Upon Facebook's written request, you will destroy or return to Facebook all Facebook Confidential Information in your custody or control. In addition to the terms of this provision, you and Facebook will continue to be subject to any non-disclosure agreement that you and Facebook have entered into separately. This provision will survive any termination of this Agreement.

D. Copyright Complaints; Repeat Infringer Policy

You agree to take whatever actions are necessary or are requested by Facebook to enable us to comply with our Facebook Copyright Policy and the take-down and other provisions of the Digital Millennium Copyright Act ("DMCA") or other applicable laws and regulations with respect to your Facebook Platform Applications and/or Developer Provided Content. In addition, you acknowledge that in accordance with the DMCA and other applicable law, Facebook has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users and developers who are deemed to be repeat infringers, and that you agree that you will, if requested by us, take reasonable steps to terminate access to your Facebook Platform Application for any user who we identify to you as a repeat infringer.

E. Customer Service.

You agree to provide Facebook with an e-mail address to which inquiries from Facebook Users regarding your Facebook Platform Application may be directed. You acknowledge and agree that you are solely responsible for providing all support and other information regarding your Facebook Platform Application to Facebook Users.

Section 3. Fees

We reserve the right to charge a fee for using the Facebook Platform and/or any individual features thereof at any time in our sole discretion. If we do charge a fee for using the Facebook Platform or any feature thereof you do not have any obligation to continue to use the Facebook Platform or the applicable feature. However, if you do: (i) we reserve the right to specify the manner in which the fee will be calculated, the terms on which you will be invoiced and charged and the terms of payment; and (ii) any and all fees payable by you pursuant to this Agreement are expressed exclusive of all taxes and duties, including Value Added Tax ("VAT") or any similar applicable sales tax. In addition to such fees payable, you will pay any sales, use, value-added or import taxes, customs duties or similar taxes that may be assessed by any state and/or jurisdiction (collectively, "Taxes") that Facebook is legally required to charge on the applicable fees under this Agreement. If requested to do so by Facebook, or as otherwise required by applicable law, you will supply your VAT identification number to Facebook. We may also change the fees or fee structure for the Facebook Platform or any feature thereof at any time in our sole discretion, and in such event your continued use of the Facebook Platform or such feature constitutes your agreement to such change (provided, that you will not have any obligation to continue to use the Facebook Platform or such feature).

Section 4. Ownership and Licenses

As between you and Facebook: (a) you retain all right, title and interest in and to, and Facebook obtains no rights of any kind (other than the rights and licenses expressly granted in this Agreement) in, the Facebook Platform Applications you create and in the Developer Provided Content, and all associated Intellectual Property Rights (subject to Facebook's underlying rights in the Facebook Platform and Facebook Site); and (b) Facebook retains all right, title and interest in and to, and you obtain no rights of any kind (other than the rights and licenses expressly granted in this Agreement) in, the Facebook Platform (including without limitation all Facebook Properties), the Facebook Site, the Facebook Platform Documentation, any derivative works of any of them, and all associated Intellectual Property Rights.

You are granted a limited, nonexclusive, revocable license, during the term of this Agreement, to access the Facebook Platform and Facebook Platform Documentation solely as necessary to run Facebook Platform Applications that meet all the requirements and conditions set forth in this Agreement, and to use any Facebook Properties provided to you via the Facebook Platform in accordance with the terms of this Agreement. Facebook has the right at any time in its sole discretion, and immediately upon notice, to terminate the foregoing licenses and any other licenses and rights granted in this Agreement and to request that you delete all such Facebook Properties and all materials containing any Facebook Properties that are in your possession or control, and you will promptly comply with any such request (except, with respect to any Exportable Facebook Properties, to the extent that you have been granted any other rights with respect to such Exportable Facebook Properties by the Applicable Facebook User pursuant to a Full Disclosure Opt-in). ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE HEREBY RESERVED BY FACEBOOK AND ITS RESPECTIVE LICENSORS.

By accessing the Facebook Platform, or submitting any Facebook Platform Application to us to be hosted by us, you are directing us to store copies of that Facebook Platform Application (if applicable) and any and all Developer Provided Content provided through any Facebook Platform Application on our servers. You hereby grant us a worldwide, perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to: (a) access, reproduce, display, distribute, perform, and store on our servers your Facebook Platform Application and any Developer Provided Content, and to create derivative works of Developer Provided Content, as may be necessary or desirable to make such Facebook Platform Application and Developer Provided Content available to Facebook Users in accordance with the terms of this Agreement and the Facebook Platform Documentation and the Facebook Platform Application Guidelines; and (b) otherwise access, use and analyze any Developer Provided Content for our internal business purposes (e.g., for the purposes of targeting delivery of advertisements or other content to persons who have viewed particular types of Developer Provided Content). You understand and agree that Developer Provided Content that is displayed on the Facebook Site may continue to appear on the Facebook Site, even after you have terminated access to your Facebook Platform Application or terminated this Agreement, as such Developer Provided Content may have been incorporated into user profiles, news feeds or other features, and that such usage may continue indefinitely.

You understand and acknowledge that Facebook may be independently creating Applications, content and other products or services that may be similar to your Facebook Platform Applications and Developer Provided Content, and nothing in this Agreement will be construed as restricting or preventing Facebook from creating and fully exploiting such Applications, content and other items, without any obligation to you. You may from time to time elect, in your sole discretion, to provide suggestions, comments, improvements, ideas or other feedback or materials to us related to the Facebook Platform or Facebook Site (collectively, "Feedback"). If you elect to provide us any such Feedback, you assign and agree to assign all right, title and interest in and to such Feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation or other duty to account. You agree to promptly take such actions as Facebook may reasonably request from time to time (including execution of affidavits and other documents) to effect, perfect or confirm Facebook's ownership rights as set forth in this Agreement.

Section 5. Certain Developer Obligations, Representations and Warranties

A) You acknowledge that you are solely responsible for, and that Facebook has no responsibility or liability of any kind for, the development, operation, and maintenance of your Facebook Platform Applications and for all Developer Provided Content or other materials that appear on or within your Facebook Platform Applications. For example, you will be solely responsible for:

- the technical operation of your Facebook Platform Applications and all related equipment;
- creating and displaying information and content on, through or within your Facebook Platform Applications;
- the accuracy and appropriateness of your Facebook Platform Applications and the Developer Provided Content or other materials available on, through or within your Facebook Platform Applications;
- ensuring that your Facebook Platform Applications and the Developer Provided Content and/or other materials available on, through or within your Facebook Platform Applications do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights);
- ensuring that the Developer Provided Content and other materials available on, through or within your Facebook Platform Applications are not libelous or otherwise illegal;
- ensuring that you accurately and adequately disclose, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers, and that you fully comply with such privacy policy, which must be at least as stringent and user-favorable as the Facebook Privacy Policy; and
- any of your users' or customers' claims relating to any of your Facebook Platform Applications or any Developer Provided Content.

B) You represent, warrant and covenant to us that:

- (1) you have all rights necessary to properly grant us all of the rights and licenses set forth in Section 4 above and elsewhere in this Agreement without violating the rights of any third party;
- (2) your Facebook Platform Applications, the Developer Provided Content, and the use thereof by Facebook and Facebook Users do not and will not violate, misappropriate or infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person or entity;
- (3) our downloading or accessing of any Developer Provided Content from third party servers or other third party sources as directed by you or your Facebook Platform Application does not and will not violate any contractual or legal obligation imposed on us or you (e.g., any prohibition on downloading or accessing content or using content for commercial purposes that may be contained in the "Terms of Service" or similar terms applicable to any website from which you or your Facebook Platform Application direct us to download or access any Developer Provided Content);
- (4) the Developer Provided Content will not be obscene, defamatory, fraudulent or otherwise illegal in any jurisdiction and will otherwise comply with all user conduct and user content rules set forth in the [Facebook Site Terms of Use](#), the [Facebook Platform Documentation](#) and the [Facebook Platform Application Guidelines](#); and
- (5) neither your Facebook Platform Applications nor any Developer Provided Content contains or will contain any virus, worm, Trojan horse, adware, spyware or other malicious code.

Section 6. Publicity; Trademark Usage

- A) You and we may generally publicize your use of the Facebook Platform; provided, however, that you may not issue or consent to any press release (including to the Internet press, e.g., any blogs) with respect to the Facebook Platform or this Agreement without our prior written consent. Facebook may, at any time in its sole discretion, prepare and issue press releases, statements, and promotional and other materials mentioning and/or describing the Facebook Platform Applications you have created using Facebook Platform, identifying you as the developer of such Facebook Platform Applications, and otherwise describing the relationship between you and Facebook.
- B) You may state that any of your Facebook Platform Applications that comply with the terms of this Agreement are "compatible with the Facebook Platform".
- C) We may make available to you certain graphic images, trademarks, trade names, service marks or logos owned or licensed by Facebook or its affiliates ("Marks") that you may use in conjunction with the display of the Facebook Properties solely for the purpose of indicating that your Facebook Platform Applications were created to interface with the Facebook Platform. You may not use the Marks (a) in a trademark manner or to suggest that Facebook is associated with, endorses, sponsors or has any other connection to any of your Facebook Platform Applications other than the fact that it was created to interface with the Facebook Platform; or (b) in any manner that disparages Facebook, its affiliates or its licensors, or that otherwise dilutes or tarnishes the Marks. Other than your limited right to use the Marks in a non-trademark manner as provided in this Agreement, you may not make any use of the Marks. Facebook and its licensors retain all right, title and interest in and to the Marks, and all goodwill arising out of any use of the Marks by you will inure to the sole benefit of Facebook. You will not at any time now or in the future challenge or assist others to challenge the validity of the Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. You agree to follow any Trademark Guidelines established by Facebook with respect to your use of any Marks as those guidelines may change from time to time. You must immediately discontinue use of any Mark as specified by us at any time in writing. We may modify any Marks provided to you at any time, and upon notice, you will use only the modified Marks and not the old Marks.
- D) All trade names, trademarks, service marks, logos, and trade dress on the Facebook Site are either trademarks or registered trademarks of Facebook or its licensors. Other than as specified in this Agreement, you may not copy, imitate or use any registered or unregistered trademark, service mark, trade name, logo, trade dress, URL or other business identifier of Facebook or third parties that advertise on the Facebook Site unless you obtain Facebook's and any applicable third party's prior written consent. The foregoing prohibition includes, without limitation, using any registered or unregistered trademark, service mark, trade name, logo, trade dress or other business identifier of Facebook (e.g. FACEBOOK or FBOOK) or any third parties that advertise on the Facebook Site, or variations or misspellings of any of them, in the name of an Application or in a URL to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, URLs such as "facebook.xxx.com", "facebook.com", "facexxx.com" or "facebookprofiles.net" are expressly prohibited. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or state or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including, without limitation, by stating or implying that Facebook or any third party that advertises on the Facebook Site supports, sponsors, endorses, or contributes money to you or your business endeavors).
- E) You may not promote your Application as being intended or primarily useful for any unlawful activity.

Section 7. Account Identifiers

You are allowed to only create one Facebook Platform account per valid Facebook Site account. If you are an individual acting as a representative of a corporation or other legal entity that wishes to use the Facebook Platform, then your individual Facebook Site account, or that of another employee of such entity will be deemed to satisfy this requirement. Facebook Platform accounts are associated with one or more public key/private key pairs, which you must use to access the Facebook Platform. Examples include a Facebook-issued Access Key ID string (as a public key) and a Facebook-issued Secret Access Key string (as a private key). When you complete the account creation process, you will be issued unique account identifiers, and may add a public key to your account. Account identifiers (i) identify your account and (ii) allow your Facebook Platform Applications to make calls to the Facebook Platform. Account identifiers are immutable and will always uniquely identify your Facebook Platform account. Public key/private key pairs are unique to your account and are subject to change. Private keys are for your personal use only and you may not sell, transfer, lease, distribute, sublicense or otherwise disclose your private key to any other party. You may use your public key in the open in requests to the Facebook Platform; however, you are responsible for maintaining the secrecy of your private key. You are fully responsible for all activities that occur under your account identifiers.

You should contact Facebook immediately if you believe a third party may be using your private key, or if your private key is otherwise lost or stolen. You are responsible for maintaining up-to-date and accurate information (including without limitation valid contact information) with respect to your Facebook Platform account. Facebook and its affiliates are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data which you submit in connection with your account.

Section 8. Beta Testing

From time to time Facebook may conduct open beta tests (each a "Beta") of new features or versions of the Facebook Platform (each a "Beta Product"). If you choose to register for a Beta, your participation is subject to the following additional terms:

- You understand that the overall design of the Beta Product could change throughout the course of the Beta and that Facebook reserves the right to change or withdraw the Beta Product, discontinue the Beta, revoke your license to the Beta, or release the Beta Product as a final version at any time in its sole discretion.
- You agree to record and report all problems, issues, ideas, feedback and suggestions for enhancements to the Beta Product ("Beta Test Results") to Facebook on a timely basis to the email address that will be provided to you along with the beta testing materials, and during the Beta period, you will not speak to the press (including Internet press, e.g., blogs) regarding the Beta or the Beta Product, without our prior written consent.
- You hereby assign all right title and interest in and to any Beta Test Results to Facebook and/or its affiliates, as applicable, and acknowledge that Facebook and/or its affiliates have the unrestricted right to use and exploit such Beta Test Results in any manner, with or without attribution, and without compensation or any duty to account to you for such use.
- You agree that any Facebook Platform Applications you build and release based on the Beta Test Product during the Beta Test will be labeled as "beta".

Section 9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE FACEBOOK PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY FACEBOOK PROPERTIES) AND FACEBOOK PLATFORM DOCUMENTATION ARE PROVIDED BY FACEBOOK ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS, DEFECTS AND ERRORS" BASIS. FACEBOOK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE FACEBOOK PLATFORM OR FACEBOOK PLATFORM DOCUMENTATION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE FACEBOOK PLATFORM IS AT YOUR SOLE RISK. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FACEBOOK DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FACEBOOK DOES NOT WARRANT THAT THE FACEBOOK PLATFORM (INCLUDING, WITHOUT LIMITATION ANY FACEBOOK PROPERTIES) IS FREE OF VIRUSES, WORMS, TROJANS, SPYWARE OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION.

FACEBOOK WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF, OR INABILITY TO USE, FACEBOOK, THE FACEBOOK PLATFORM OR THE FACEBOOK PLATFORM DOCUMENTATION, FROM ANY TERMINATION OF THIS AGREEMENT OR YOUR ABILITY TO USE OR PARTICIPATE IN THE FACEBOOK PLATFORM FOR ANY REASON, FROM DISABLING OR REMOVING ANY APPLICATIONS HOSTED BY FACEBOOK, OR FROM ANY USE OR MISUSE OF YOUR FACEBOOK PLATFORM APPLICATION OR OF THE DEVELOPER PROVIDED CONTENT BY ANY FACEBOOK USER OR ANY OTHER THIRD PARTY, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA, BUSINESS OR ANTICIPATED PROFITS, WHETHER OR NOT FACEBOOK WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND SO SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIMIT FACEBOOK'S LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT ONLY THAT IT ARISES AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF FACEBOOK OR OF ITS EMPLOYEES, AGENTS OR AUTHORIZED REPRESENTATIVES.

Section 10. Release and Indemnification

A) You hereby irrevocably and unconditionally release and covenant not to sue or pursue any other claim against Facebook, or any of its licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims: (i) pertaining to your Facebook Platform Applications or the Developer Provided Content, or any intellectual property you develop that is based on, uses, or relates to the Facebook Platform or any portion thereof; and/or (ii) which otherwise may arise in connection with your use of, reliance on, or reference to the Facebook Platform or Facebook Platform Documentation.

B) You will indemnify, and hold harmless Facebook, its customers and users, all third-party advertisers, technology providers and service providers, and each of their respective employees, directors and representatives, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claims, actions or proceedings (any and all of which are "Claims") which in any way arise out of or are related to: (i) your use of the Facebook Platform (including, without limitation, any the Facebook Properties) or Facebook Platform Documentation; or (ii) your Facebook Platform Application or the Developer Provided Content, including but not limited to any infringement of any third-party rights; and (iii) your violation of this Agreement (including the Facebook Site Terms of Use, the Facebook Privacy Policy, the Facebook Platform Documentation or the Facebook Platform Application Guidelines). At Facebook's option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Facebook may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, you may not settle any such Claim without Facebook's prior written consent). Third party advertisers, technology providers and service providers are express and intended third-party beneficiaries of this Section 10 and as such will be entitled to directly enforce their rights hereunder.

Section 11. Applicable Law; Venue

The laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Facebook or any of our affiliates related to the subject matter hereof. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California located in Santa Clara County, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California located in Santa Clara County.

Section 12. Arbitration

YOU AND FACEBOOK AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, YOUR USE OF OR INABILITY TO USE THE FACEBOOK PLATFORM, OR YOUR FACEBOOK PLATFORM APPLICATIONS AND ANY DEVELOPER PROVIDED CONTENT SHALL BE CONFIDENTIAL, FINAL AND BINDING ARBITRATION IN SAN FRANCISCO, CALIFORNIA, except that, to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark, trade secret rights or other intellectual property rights, or you have otherwise violated any provisions set forth in Section 2 ("Conditions of Use") above or any of the user conduct rules set forth in the Facebook Site Terms of Use, then the parties acknowledge that injunctive or other appropriate relief may be sought in any court of competent jurisdiction.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "AAA Rules"). The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE FACEBOOK PLATFORM, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Facebook Platform, the Facebook Site, your Facebook Platform Application and/or any Developer Provided Content be instituted more than one (1) year after the cause of action arose. The provisions of this Section 12 will control over any inconsistent provisions of the Facebook Site Terms of Use, solely in regard to disputes and claims of the types described above in this Section 12.

Section 13. Termination

You may terminate this Agreement at any time by ceasing to use the Facebook Platform. You acknowledge and agree that Facebook may at any time in its sole discretion, without liability, with or without cause and with or without notice: (a) terminate this Agreement; (b) terminate or suspend your access to the Facebook Platform, Facebook Properties and/or the Facebook Site or any portion or feature of any of them; and/or (c) remove, block, delete or disable access to your Facebook Platform Applications and/or or any Developer Provided Content, including without limitation if we determine, in our sole discretion, that your Facebook Platform Application or any Developer Provided Content is unsuitable for the Facebook Platform, Facebook Site or Facebook Users. We further reserve the right, without liability, with or without notice and with or without cause, to discontinue the Facebook Platform and/or any portion or feature thereof for any reason and at any time in our sole discretion. Upon any termination or notice of any discontinuance, you must immediately stop your use of the Facebook Platform, and delete all Facebook Properties in your possession or control (including from your Facebook Platform Applications and your servers). Sections 2.A.6, 2.A.7, 2.A.8, 2.A.9, 2.A.10, 2.A.11,

2.A.12, 2.B.2, 2.B.3, 2.B.4, 2.B.5, 2.B.6, 2.B.8, 2.C, 2.D, 2.E, 4, 5, 6.D, 9, 10, 11, 12, 13, and 14, together with any accrued but unpaid payment obligations you may have hereunder and any definitions that are necessary to give effect to the foregoing provisions, will survive any termination of this Agreement and will continue to bind you and us in accordance with their terms.

Section 14. Certain General Provisions

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the Facebook Site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO STOP USING THE FACEBOOK PLATFORM. YOUR CONTINUED USE OF THE FACEBOOK PLATFORM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE. No amendment or modification of this Agreement other than as provided above will be binding on Facebook unless set forth in a writing signed by an authorized representative of both parties. If any portion of this Agreement is held by a court of competent jurisdiction in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of Facebook to enforce such provision thereafter. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns. This Agreement (including the Facebook Site Terms of Use, the Facebook Platform Documentation and the Facebook Platform Application Guidelines as incorporated by reference herein), constitutes the entire agreement between you and Facebook regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement or communication between you and Facebook, whether written or oral, regarding such subject matter. Each of Facebook's affiliates are express and intended third party beneficiaries of this Agreement and may enforce any of its terms and exercise any of the rights to the same extent as Facebook. You and Facebook are independent contractors, and nothing in this Agreement is intended to or does create any type of joint venture, partnership or employer/employee relationship between you and Facebook or its affiliates. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

Section 15. Contact Information

If you have any questions regarding this Agreement or the Facebook Platform, please contact us at developers-help@facebook.com. If you wish to send us a communication in writing, please send it to Facebook, Inc., 156 University Ave., Suite 300, Palo Alto, CA 94301.

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