

Exhibit A

TARR Status

ASSIGN Status

TDR

TTAB Status

(Use the "Back" button of the Internet

Browser to return to TESS)

The image shows the Facebook logo, which consists of the word "facebook" in a white, lowercase, sans-serif font centered on a solid black rectangular background.

Word Mark FACEBOOK

Goods and Services IC 045. US 100 101. G & S: Social introduction, networking and dating services; Providing access to computer databases in the fields of social networking, social introduction and dating; Providing social services and information in the field of personal development, namely, self-improvement, self-fulfillment, charitable, philanthropic, volunteer, public and community services, and humanitarian activities

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.11.02 - Plain single line rectangles; Rectangles (single line)

Serial Number 77896325

Filing Date December 17, 2009

Current Filing Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Facebook, Inc. CORPORATION DELAWARE 1601 South California Avenue Palo Alto CALIFORNIA 94304

Attorney of Record Anne H. Peck

Description of Mark The color(s) blue and white is/are claimed as a feature of the mark. The mark consists of the word "FACEBOOK" in white letters with a blue background.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TARR Status

ASSIGN Status

TDR

TTAB Status

(Use the "Back" button of the Internet

Browser to return to TESS)

The image shows the Facebook logo, which consists of the word "facebook" in a white, lowercase, sans-serif font. The text is centered within a solid black rectangular background.

Word Mark FACEBOOK

Goods and Services IC 042. US 100 101. G & S: Computer services, namely, creating virtual communities for registered users to organize groups and events, participate in discussions, and engage in social, business and community networking; Computer services, namely, hosting electronic facilities for others for organizing and conducting meetings, events and interactive discussions via communication networks; Application service provider (ASP) services, namely, hosting computer software applications of others; Application service provider (ASP) featuring software to enable or facilitate the uploading, downloading, streaming, posting, displaying, blogging, linking, sharing or otherwise providing electronic media or information over communication networks; Providing an online network service that enables users to transfer personal identity data to and share personal identify data with and among multiple websites; Providing a web site featuring technology that enables online users to create personal profiles featuring social networking information and to transfer and share such information among multiple websites; Providing information from searchable indexes and databases of information, including text, electronic documents, databases, graphics and audio visual information, on computer and communication networks; Providing temporary use of non-downloadable software applications for social networking, creating a virtual community, and transmission of audio, video, photographic images, text, graphics and data; Computer services in the nature of customized web pages featuring user-defined or specified information, personal profiles, audio, video, photographic images, text, graphics and data

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.11.21 - Rectangles that are completely or partially shaded
26.11.25 - Rectangles with one or more curved sides

Serial Number 77896323

Filing Date December 17, 2009

Current Filing Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Facebook, Inc. CORPORATION DELAWARE 1601 South California Avenue Palo Alto CALIFORNIA 94304

Attorney of Record Anne H. Peck

Description of Mark The color(s) blue and white is/are claimed as a feature of the mark. The mark consists of the word "FACEBOOK" in white letters with a blue background.

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

TARR Status

ASSIGH Status

TDR

TTAB Status

(Use the "Back" button of the Internet
Browser to return to TESS)

FACEBOOK

Word Mark

FACEBOOK

Goods and Services

IC 009. US 021 023 026 036 038. G & S: Computer software development tools for social networking, building social networking applications and for allowing data retrieval, upload, access and management; application programming interface (API) for third-party software and online services for social networking, building social networking applications and for allowing data retrieval, upload, access and management. FIRST USE: 20060800. FIRST USE IN COMMERCE: 20060800

IC 038. US 100 101 104. G & S: providing access to computer databases; electronic transmission of instant messages and data. FIRST USE: 20040200. FIRST USE IN COMMERCE: 20040200

IC 041. US 100 101 107. G & S: Electronic publishing services, namely, publishing of online works of others featuring user-created text, audio, video, and graphics; providing on-line journals and web logs featuring user-created content. FIRST USE: 20040200. FIRST USE IN COMMERCE: 20040200

IC 042. US 100 101. G & S: Providing temporary use of non-downloadable software applications for classifieds, virtual community, social networking, photo sharing, and transmission of photographic images. FIRST USE: 20040200. FIRST USE IN COMMERCE: 20040200

Standard Characters Claimed

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Serial Number

77979375

Filing Date

November 7, 2008

Current Filing Basis

1A

Original Filing Basis

1B

Published for Opposition

August 25, 2009

Registration Number

3801147

Registration Date

June 8, 2010

Owner

(REGISTRANT) Facebook, Inc. CORPORATION DELAWARE 1601 South California Avenue Palo Alto CALIFORNIA 94304

Attorney of Record

Anne H. Peck

Prior Registrations

3041791;3122052

Type of Mark

TRADEMARK. SERVICE MARK

Register

PRINCIPAL

Live/Dead Indicator

LIVE

TARR Status

ASSIGN Status

TDR

TTAB Status

(Use the "Back" button of the Internet

Browser to return to TESS)



Word Mark F

Goods and Services

IC 009. US 021 023 026 036 038. G & S: Computer software development tools for social networking, building social networking applications and for allowing data retrieval, upload, access and management; application programming interface (API) for third-party software and online services for social networking, building social networking applications and for allowing data retrieval, upload, access and management; Software to enable uploading, posting, showing, displaying, tagging, blogging, sharing or otherwise providing electronic media or information over the Internet or other communications network

IC 035. US 100 101 102. G & S: Providing an online directory information service featuring information regarding, and in the nature of, collegiate life, general interest, classifieds, virtual community, social networking, photo sharing, and transmission of photographic images; advertising and information distribution services, namely, providing classified advertising space via the global computer network; promoting the goods and services of others over the Internet; providing on-line computer databases and on-line searchable databases in the field of classifieds

IC 038. US 100 101 104. G & S: Providing online chat rooms and electronic bulletin boards for registered users for transmission of messages concerning collegiate life, general interest, classifieds, virtual community, social networking, photo sharing, and transmission of photographic images; Providing services in relation to online chat rooms for transmission of messages and online directory information for registered users featuring information regarding, and in the nature of, collegiate life, general interest, classifieds, virtual community, and social networking; telecommunication services, namely, worldwide switched text and message transmission services, electronic message sending and outcall notification services; providing transmission services in relation to using mobile devices, namely, to look up user profile information, search for users, send messages to users, post information viewable by users, add contacts, and provide notifications; audio and video broadcasting services over the Internet or other communications network, namely, electronically transmitting information, audio and video clips; providing access to information, audio, and video via websites, online forums, chat rooms, electronic mailing lists and blogs over the Internet; Providing access to computer databases; electronic transmission of instant messages and data; providing on-line computer databases and on-line searchable databases in the fields of transmission of photographic images and provision of on-line forums for communications on topics of general interest

IC 041. US 100 101 107. G & S: Electronic publishing services, namely, publishing of online works of others featuring user-created text, audio, video, and graphics; providing on-line journals and web logs featuring user-created content; providing on-line computer databases and on-line searchable databases in the fields of collegiate life, photosharing, video sharing

IC 042. US 100 101. G & S: Computer services, namely, hosting online web facilities for others for organizing and conducting online meetings, gatherings, and interactive discussions; and computer services in the nature of customized web pages featuring user-defined information, personal profiles and information; Application service provider (ASP) featuring software to enable uploading, posting, showing, displaying, tagging, blogging, sharing or otherwise providing electronic media or information over the Internet or other communications network; Providing temporary use of non-downloadable software applications for classifieds, virtual community, social networking, photo sharing, video sharing, and transmission of photographic images; providing a web site over the Internet or electronic communications networks that gives computer users the ability to upload, post, show, display and tag video clips; providing on-line computer databases and on-line searchable databases in the field of forming and connecting with virtual communities

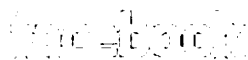
IC 045. US 100 101. G & S: Internet based introduction and social networking services; providing on-line computer databases and on-line searchable databases in the field of social networking

Mark Drawing

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Code
Design Search Code 26.09.21 - Squares that are completely or partially shaded
Serial Number 77273570
Filing Date September 6, 2007
Current Filing Basis 1B
Original Filing Basis 1B
Published for Opposition January 12, 2010
Owner (APPLICANT) Facebook, Inc. CORPORATION DELAWARE 1601 South California Avenue Palo Alto CALIFORNIA 94304
Attorney of Record Anne H. Peck
Description of Mark The color(s) blue and white is/are claimed as a feature of the mark. The color white appears in the "f", and the color blue appears in the shaded portion of the square.
Type of Mark TRADEMARK. SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

Exhibit B



Email	Password	<input type="button" value="Login"/>
<input type="text"/>	<input type="text"/>	
<input checked="" type="checkbox"/> Keep me logged in	Forgot your password?	

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: October 4, 2010.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement") derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings. In addition:

- For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
- When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, read our Privacy Policy and Platform Page.)
- When you publish content or information using the "everyone" setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
- We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

- You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
- You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.
- You will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
- You will not offer any contest, giveaway, or sweepstakes ("promotion") on Facebook without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
- You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
- You will not facilitate or encourage any violations of this Statement.

4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
- You will not create more than one personal profile.
- If we disable your account, you will not create another one without our permission.
- You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
- You will not use Facebook if you are under 13.
- You will not use Facebook if you are a convicted sex offender.
- You will keep your contact information accurate and up-to-date.
- You will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.
- If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

- You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you post on Facebook if we believe that it violates this Statement.
- We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
- If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written permission.
- If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- You will not post anyone's identification documents or sensitive financial information on Facebook.
- You will not tag users or send email invitations to non-users without their consent.

6. Mobile

- We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
- In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
- You provide all rights necessary to enable users to sync (including through an application) their contact lists with any basic information and contact information that is visible to them on Facebook, as well as your name and profile picture.

7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our Payments Terms.

8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

- We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.

2. You give us permission to use and allow others to use such links and content on Facebook.
 3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.
9. **Special Provisions Applicable to Developers/Operators of Applications and Websites**

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
 2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
 7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
 8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
 9. We can limit your access to data.
 10. You will comply with all other restrictions contained in our Facebook Platform Policies.
 3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
 4. You will make it easy for users to remove or disconnect from your application.
 5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
 6. You will provide customer support for your application.
 7. You will not show third party ads or web search boxes on Facebook.
 8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
 9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
 10. You will not misrepresent your relationship with Facebook to others.
 11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Facebook Platform Policies.
 12. We can issue a press release describing our relationship with you.
 13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
 14. We do not guarantee that Platform will always be free.
 15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
 16. You give us the right to link to or frame your application, and place content, including ads, around your application.
 17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
 18. To ensure your application is safe for users, we can audit it.
 19. We can create applications that offer similar features and services to, or otherwise compete with, your application.
10. **About Advertisements and Other Commercial Content Served or Enhanced by Facebook**

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your privacy settings to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
 2. We do not give your content or information to advertisers without your consent.
 3. You understand that we may not always identify paid services and communications as such.
11. **Special Provisions Applicable to Advertisers**

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our Advertising Guidelines.
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
7. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems to detect and filter certain suspicious activity, learn more here.
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for those ads.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
12. We may reject or remove any ad for any reason.
13. If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:
 1. You warrant that you have the legal authority to bind the advertiser to this Statement.
 2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

12. **Special Provisions Applicable to Pages**

If you create or administer a Page on Facebook, you agree to our [Pages Terms](#).

13. **Amendments**

1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment. To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and become a fan.
2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.
3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.

14. **Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 14-18.

15. **Disputes**

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR

IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available here.

17. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the like button, the share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions you take.
4. By "content" we mean anything you post on Facebook that would not be included in the definition of "information."
5. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

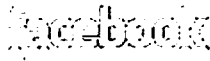
18. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents:

- **Privacy Policy:** The Privacy Policy is designed to help you understand how we collect and use information.
 - **Payment Terms:** These additional terms apply to all payments made on or through Facebook.
 - **Platform Page:** This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
 - **Facebook Platform Policies:** These guidelines outline the policies that apply to applications, including Connect sites.
 - **Advertising Guidelines:** These guidelines outline the policies that apply to advertisements placed on Facebook.
 - **Promotions Guidelines:** These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.
 - **How to Report Claims of Intellectual Property Infringement**
 - **How to Appeal Claims of Copyright Infringement**
 - **Pages Terms**
- **To access the Statement of Rights and Responsibilities in several different languages, change the language setting for your Facebook session by clicking on the language link in the left corner of most pages. If the Statement is not available in the language you select, we will default to the English version.**

Exhibit C



Email Password

Keep me logged in [Forgot your password?](#)

Facebook helps you connect and share with the people in your life.

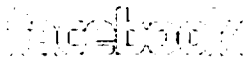
Date of Last Revision: February 10, 2011

Facebook Pages Terms

1. Any user may create a Page; however, only an authorized representative of the subject matter may administer the Page. Pages with names consisting solely of generic or descriptive terms will have their administrative rights removed.
2. Content posted to Pages is public information and is available to everyone.
3. If you collect information from users, you will obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
4. You must not build or incorporate any functionality that identifies which users visit your Page.
5. Applications on your Page must comply with the Facebook Platform Policies.
6. You take full responsibility for any sweepstakes, contest, competition or similar offering on your Page and must comply with our Promotions Guidelines.
7. Third party advertisements on Pages are prohibited. Ads or commercial content on Pages must comply with our Advertising Guidelines.
8. You will restrict access to your Page as necessary to comply with all applicable laws and Facebook terms and policies.
9. You may not establish terms beyond those set forth in these terms to govern the posting of content by users on a Page.
10. Page names must:
 - a. not consist solely of a generic or descriptive term (e.g. "beer" or "pizza");
 - b. use proper, grammatically correct capitalization and may not include excessive capitalization or use all capitals;
 - c. not include character symbols, including but not limited to excessive punctuation and trademark designations; and
 - d. not include taglines, superfluous descriptions, or unnecessary qualifiers. Campaign names and/or regional or demographic qualifiers are acceptable.

Amended Pages Terms for State & Local Governments in the United States

Exhibit D



Email	Password	<input type="button" value="Login"/>
<input type="text"/>	<input type="text"/>	
<input checked="" type="checkbox"/> Keep me logged in	Forgot your password?	

Facebook Advertising Guidelines

Date of Last Revision: January 10, 2011.

Advertising Philosophy

At Facebook, we believe that every part of our site, including the ads, should contribute to and be consistent with the overall user experience. Thus, we are committed to protecting our user experience by keeping the site clean, consistent, and free from misleading advertising. We believe that we can help transform existing advertising into messages that are tailored to the individual user based on how their friends interact and affiliate with the brands, music artists, and businesses they care about.

Advertising Guidelines

The following guidelines apply to all ads appearing on Facebook, including ads within canvas pages of Facebook Platform applications. In addition, all advertising on Facebook must comply with the Privacy Policy and Statement of Rights and Responsibilities. Advertising appearing within applications on Facebook Platform must comply with all additional Facebook Platform Policies. Facebook reserves the right to reject or remove advertising that we deem contrary to our ad philosophy. These guidelines are subject to change at any time and Facebook may waive any of these guidelines at its discretion.

1. Accounts

- a. Advertisers cannot create or manage multiple Facebook accounts for advertising purposes unless given permission by Facebook to do so.
- b. Advertisers cannot programmatically automate the creation of accounts or ads unless given permission by Facebook to do so.

2. Landing pages / Destination URLs

- a. Ads that contain a URL or domain in the body must link to that same URL or domain.
- b. Ads must send users to the same landing page when the ad is clicked.
- c. Landing pages cannot generate a pop-up (including "pop-overs" and "pop-under") when a user enters or leaves the page.
- d. Landing pages cannot use "fake" close behavior (ie. when a user clicks the "close" icon on the page, the page should close down and no other behavior should result).
- e. Landing pages cannot utilize "mouse trapping" whereby the advertiser does not allow users to use their browser "back button" and traps them on their site and/or present any other unexpected behavior (for example: navigation to another ad or page).
- f. Ads cannot require viewers to click on the ad to submit Personally Identifiable Information (such as name, date of birth, phone numbers, social security number, physical addresses, or email addresses) on the landing page or in the ad, except to enable an ecommerce transaction and where the ad and landing page clearly indicate that a product is being sold.

3. Facebook references

- a. The following conditions apply to all ads that have a Facebook Page, application, event, group, or Connect site as its destination, except as otherwise specifically permitted to those subject to the Branding and Promotion Policy section of the Platform Policies:
 - i. Ads may make limited references to "Facebook" in its title, body, or image for the purposes of clarifying the destination of the ad;
 - ii. Ads cannot imply any endorsement of the product, service, or ad destination by Facebook.
- b. All other ads, destination ads, and landing pages must adhere to the following restrictions:
 - i. Ads cannot mention or refer to Facebook, its site or its brand in any manner, including in the title, body, image, or destination URLs;
 - ii. Ads cannot use Facebook logos, trademarks, or site terminology (including but not limited to Facebook, The Facebook, FacebookHigh, FBook, FB, Poke, Wall, and other company graphics, logos, designs, or icons);
 - iii. Facebook site features cannot be emulated.

4. Ad Copy and Image Content

- a. Ads must directly relate to the content on the landing page.
- b. Ads must clearly represent the company, product, or brand that is being advertised. Products or services promoted in the ad must be directly available on the landing page.
- c. Ads must not include unsubstantiated claims, including but not limited to prices, discounts or product availability.
- d. Ads cannot insult, harass, or threaten a user.
- e. Ads must not contain audio that plays automatically, without a user's interaction. Any automated animation must cease after 15 seconds and must not replay.

5. Prohibited Content

- a. Ads must not be false, misleading, fraudulent, or deceptive.
- b. Ads will not be permitted in cases where a business model or practice is deemed unacceptable or contrary to Facebook's overall advertising philosophy.
- c. Ads, or categories of ads, which receive a significant amount of negative user feedback, or are otherwise deemed in violation of community standards will not be permitted.
- d. Ads cannot contain, facilitate, promote, or reference the following:
 - i. Offensive, profane, vulgar, obscene or inappropriate language;
 - ii. Obscene, defamatory, libelous, slanderous and/or unlawful content;
 - iii. Tobacco products;
 - iv. Ammunition, firearms, paintball guns, bb guns, or weapons of any kind;
 - v. Gambling, including without limitation, any online casino, sports books, bingo, or poker without authorization from Facebook;
 - vi. Scams, illegal activity, or chain letters;
 - vii. Contests and sweepstakes unless given permission by Facebook to do so; if permission is given, you are subject to Facebook's Promotions Guidelines;
 - viii. Get rich quick and other money making opportunities that offer compensation for little or no investment, including "work from home" opportunities positioned as alternatives to part-time or full-time employment or promises of monetary gain with no strings attached;
 - ix. Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual, or provocative images in violation of community standards;
 - x. Adult friend finders or dating sites with a sexual emphasis;
 - xi. Adult toys, videos, or other adult products;
 - xii. Uncertified pharmaceutical products;
 - xiii. Spy cams or surveillance equipment;
 - xiv. Web-based non-accredited colleges that offer degrees;
 - xv. Inflammatory religious content;
 - xvi. Politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
 - xvii. Content that exploits political agendas or uses "hot button" issues for commercial use regardless of whether the advertiser has a political agenda;
 - xviii. Hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;

- xix. Content that advocates against any organization, person, or group of people, with the exception of candidates running for public office;
- xx. Content that depicts a health condition in a derogatory or inflammatory way or misrepresents a health condition in any way.

6. Refusal of Ads

- a. We may refuse ads at any time for any reason, including our determination that they promote competing products or services or negatively affect our business or relationship with our users.

7. Data and Privacy

- a. You may not give data you receive from us to any third party, including ad networks.
- b. Unless authorized by us, your ads may not display user data -- such as users' names or profile photos -- whether that data was obtained from Facebook or otherwise.
- c. You may not use user data you receive from us or collect through running an ad, including information you derive from your targeting criteria, for any purpose off of Facebook, without user consent.

8. Targeting

- a. Any targeting of ads based on a user attribute, such as age, gender, location, or interest, must be directly relevant to the offer, and cannot be done by a method inconsistent with privacy and data policies.
- b. Ads with adult themes, including contraception, sex education, and health conditions must be targeted to individuals at least 18 years old. Platform ads should do this via Demographic Restrictions, not by obtaining user data.
- c. Ads for dating sites, services, or related content must follow these targeting criteria (does not apply to ads on Facebook Platform):
 - i. the Relationship Status targeting parameter must be utilized and set to Single;
 - ii. the Sex targeting parameter must be utilized and a single value of Male or Female must be selected;
 - iii. the Age targeting parameter must be utilized and the age range selected must start at least at 18 years old;
 - iv. the Interested In targeting parameter must be utilized and a single value of either Men or Women must be selected.

9. Prices, discounts, and free offers

- a. Ads cannot be deceptive or fraudulent about any offer made.
- b. If an ad includes a price, discount, or 'free' offer,
 - i. the destination URL for the ad must link to a page that clearly and accurately offers the exact deal the ad has displayed;
 - ii. the ad must clearly state what action or set of actions is required to qualify for the offer.

10. Subscription Services

- a. The advertisement of Subscription Services must comply with the conditions noted below and as determined by Facebook in its sole discretion. "Subscription Services" may include sites that promote downloading ringtones, games, or other entertainment services or any site that induces a user to sign up for recurring billing of a product or service.
 - i. The ad must clearly state what action or set of actions is required to qualify for the offer. If the user must subscribe to a service, the service and offer requirements must both be stated in the ad.
 - ii. The recurring subscription must be consistent with what is promoted in the ad copy.
 - iii. At a minimum, the promoted website must clearly and accurately display the price and billing interval (such as per week or once per month) on the landing page as well as any page that prompts a user for Personally Identifiable Information (such as name, date of birth, phone number, social security number, physical addresses, or email addresses) or billing information (including, but not limited to, mobile phone number or credit card number).
 - iv. If users sign up for the service by transmitting a code by text message, the price and billing interval must be clearly and prominently displayed beside the code.
 - v. If the service is a subscription, the website must provide a prominent opt-in checkbox or other clear mechanism indicating that the user knowingly accepts the price and subscription service. This should be on the first page where the user enters personal data, and the user should not be able to proceed without opting in.
 - vi. All of the foregoing items should be located in a prominent place on your webpage, as determined by Facebook in its sole discretion, and should be easy to find, read, and understand.

11. Ads for Alcoholic Beverages

- a. To the extent permitted by law and these guidelines, ads may only be targeted to the following age groups:
 - i. 25 years or older in India and Sweden;
 - ii. 21 years or older in Cameroon, Micronesia, Palau, Solomon Islands, Sri Lanka and the US;
 - iii. 20 years or older in Japan, Iceland, and Paraguay;
 - iv. 19 years or older in Canada, Korea, and Nicaragua; or
 - v. 18 years or older in any other country (excluding those countries specified in Section 11.b below). Please note the country specific provisions in Finland and Poland in Sections 11.d.xiii and 11.d.xiv below.
- b. You may not target alcohol ads to any users (irrespective of age) in Afghanistan, Brunei, Bangladesh, Egypt, Gambia, Kuwait, Libya, Norway, Pakistan, Saudi Arabia, United Arab Emirates, Yemen or any other market where such ads are prohibited.
- c. You must ensure that your ads:
 - i. Are age and country targeted (where a user's age or country cannot be determined, the ad cannot be displayed to the user in question);
 - ii. Comply with all applicable local laws and required or recommended industry codes, guidelines, licenses and approvals including, without limitations, those applicable to the advertising of alcohol tasting, giveaways of alcohol, or other giveaways as a reward for the purchase of alcohol;
 - iii. Include all applicable required or recommended disclaimers, notices, and warnings; and
 - iv. List your permanent address if required by local law.
- d. You must ensure that your alcohol ads never:
 - i. Include content (including but not limited to celebrities, characters, imagery, or the depiction of situations) that is intended to appeal to anyone younger than the permissible targeted age group or is otherwise associated with youth culture (this could include, by way of example only, implying that the consumption of alcoholic beverages is fashionable or the accepted course of behavior for those who are underage);
 - ii. Portray or be targeted at pregnant or nursing women;
 - iii. Contain ad creative that includes any person that is or appears to be under the age of 25 or is otherwise suggestive of the presence of anyone younger than the permissible targeted age group;
 - iv. Be untruthful or misleading about alcoholic beverages, their use, effects or properties;
 - v. Portray people consuming or encourage people to consume alcohol rapidly, in excess, or irresponsibly;
 - vi. Portray abstinence from alcohol consumption or moderate alcohol consumption negatively;
 - vii. Portray or promote intoxication or make references to the intoxicating effects of alcohol;
 - viii. Portray the strength of the alcoholic beverage being advertised as positive property;
 - ix. Portray the consumption of alcoholic beverages as causing or contributing to the achievement of personal, business, social, sporting, sexual or other success;
 - x. Portray alcoholic drinks as being healthy, offering medical or therapeutic benefits, aiding relaxation, alleviating individual or collective problems, or having other benefits;
 - xi. Associate the operation of any vehicle or engagement in any sport or potentially hazardous activity as having taken place during or after the consumption of alcohol;
 - xii. Associate violent, dangerous or antisocial behavior with the consumption of alcohol;
 - xiii. Advertise any beverage with more than 22% alcohol by volume if targeted to users in Finland; or
 - xiv. Advertise any alcoholic beverage other than beer if targeted to users in Poland.
- e. It is recommended that all alcohol ads contain text that promotes drinking responsibly (for example "Drink Responsibly," "Drink Smart" or other similar text customarily used in the targeted market).

12. Copyrights and trademarks

- a. Ads cannot include any content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right.
- b. The advertiser must have intellectual property rights to the creative and be permitted to display such creative as advertising on the Facebook Site.

13. Spam

- a. Ads cannot contain, facilitate or promote 'spam' or other advertising or marketing content that violates applicable laws, regulations or industry standards.

14. Incentives

- a. Ads cannot offer incentives to viewers for clicking on the ad, for submitting Personally Identifiable Information (such as name, date of birth, phone number, social security number, physical addresses, or email addresses), or for performing any other tasks.

15. Downloads

- a. Ads must not contain or link directly or indirectly to a site that contains spyware/malware downloads, whether initiated automatically or manually by the user, or other auto-initiated downloads.
- b. Ads cannot contain or link to a site that facilitates or promotes:
 - i. Collection of demographic and usage information from a user's computer without the user's express consent;
 - ii. Collection or request of Facebook usernames or passwords from any user;
 - iii. Proxying Facebook usernames or passwords for the purpose of automating logins to the Facebook site;
 - iv. Any software that results in an unexpected user experience, including but not limited to software which (i) "sneaks" onto a user's system and performs activities hidden to the user, (ii) may alter, harm, disable or replace any hardware or software installed on user's computer without express permission from the user, (iii) is bundled as a hidden component of other software whether free or for fee, (iv) automatically downloads without Facebook's express prior approval, (v) presents any download dialog boxes without a user's express action, or (vi) may violate or infringe upon the intellectual property rights of any third party, including copyright, trademark, patent or any other proprietary right.

The following sections do not apply to ads on Facebook Platform**16. Grammar, sentence structure, spelling, and spacing**

- a. Ad text must be grammatically correct and contain proper sentence structure.
- b. Ad text must be in complete sentences.
- c. Ads cannot include excessive repetition (such as "buy, buy, buy").
- d. Ads must use correct spelling.
- e. Ad text must include grammatically correct spacing.

17. Capitalization

- a. Ads must use proper, grammatically correct capitalization (such as capitalizing the first letter of all proper nouns and capitalizing the title of the ad).
- b. Ads cannot include excessive capitalization (such as "FREE") or incorrect capitalization (such as capitalizing the first letter of every word in a sentence).
- c. Acronyms may be capitalized.

18. Punctuation

- a. Ads must include logical, correct punctuation.
- b. Ads cannot contain repeated and unnecessary punctuation (such as "Buy now!!!").
- c. All complete sentences (including if the ad title is a complete sentence) must end with a single punctuation mark. Sentences cannot end with ellipses, dashes, etc.
- d. Exclamation points cannot be used in the title of any ad.

19. Symbols

- a. The use of all symbols, numbers, or letters must adhere to the true meaning of the symbol.
- b. Ads cannot contain repeated and unnecessary symbols.
- c. Symbols cannot be used for the following:
 - i. To substitute for letters (e.g. "\$ave" instead of "save");
 - ii. To substitute for entire words (e.g. "&" instead of "and" or "\$" instead of "cash/dollars/money");
 - iii. As unnecessary abbreviations to shorten character count (e.g. "w/" instead of "with" or "@#" instead of "at").
- d. Symbols may be used for the following:
 - i. If the symbol is part of the product or brand name;
 - ii. If the \$ symbol is paired with a dollar amount (e.g. "Save \$100 today");
 - iii. If the # symbol is used for comparative phrases (e.g. "Voted the #1 site by NY Times").