PLAINTIFFS' CONSOLIDATED AMENDED COMPLAINT; Case No. C 13-05996 PJH

Campbell et al v. Facebook Inc.

Doc. 29 Att. 1

I, Jeremy Jordan, declare as follows:

- 1. I am a litigation paralegal at Defendant Facebook, Inc. ("Facebook"). I submit this Declaration in support of Facebook's Motion to Dismiss Plaintiffs' Consolidated Amended Complaint ("CAC"). I have personal knowledge of the facts stated below and could competently testify to them in a court of law. I provide this Declaration to explain certain facts regarding Facebook's Statement of Rights of Responsibilities and Data Use Policy.
- 2. Attached as **Exhibit A** is a true and correct copy of Facebook's current Statement of Rights and Responsibilities, which is referenced in the CAC (at ¶¶ 13-14,17-19, and 57) and was last updated on November 15, 2013.
- 3. Plaintiffs allege a class period spanning the period of December 2011 through October 2012, and their claims challenge Facebook's practices (including the disclosures made in its Statement of Rights and Responsibilities and Data Use Policy) throughout this period. (CAC ¶¶ 57, 59.) There were two versions of Facebook's Statement of Rights and Responsibilities in effect during this period, dated April 26, 2011 and June 8, 2012. Copies of these versions are attached as Exhibit B and Exhibit C, respectively.
- 4. Attached as **Exhibit D** is a true and correct copy of Facebook's current Data Use Policy, which is referenced in the CAC (at ¶¶ 17-19, 49, 57, and 127) and was last updated on November 15, 2013.
- 5. The current Data Use Policy states: "We receive data about you whenever you use or are running Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or make purchases through Facebook." Exhibit D at 2.
- 6. There were two versions of Facebook's Data Use Policy in effect during the proposed class period (December 2011 through October 2012), dated September 7, 2011 and June 8, 2012. Copies of these versions are attached as **Exhibit E** and **Exhibit F**, respectively.
- 7. The Data Use Policy dated September 7, 2011 states: "We receive data about you whenever you interact with Facebook, such as when you look at another person's profile, send someone a message, search for a friend or a Page, click on an ad, or purchase Facebook Credits."

Exhibit E at 1.

8. The Data Use Policy dated June 8, 2012 states: "We receive data about you whenever you interact with Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or purchase Facebook Credits or make other purchases through Facebook." Exhibit F at 2.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on June 17, 2014 in Menlo Park, California.

Dated: June 17, 2014

Jeremy Jordan

Exhibit A

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 17 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: November 15, 2013.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the <u>Facebook Principles</u>, and is our terms of service that governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement, as updated from time to time in accordance with Section 14 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

1. Privacy

Your privacy is very important to us. We designed our <u>Data Use Policy</u> 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 Data Use Policy, and to use it to help you 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:

- 1. 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 <u>privacy</u> and <u>application settings</u>: 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.
- 2. 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).
- 3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. 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, including how you can control what information other people may share with applications, read our Data Use Policy and Platform Page.)
- 4. When you publish content or information using the Public 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).
- 5. 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 keep Facebook safe, which includes the following commitments by you:

- 1. You will not post unauthorized commercial communications (such as spam) on Facebook.
- 2. 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 prior permission.

- 3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
- 4. You will not upload viruses or other malicious code.
- 5. You will not solicit login information or access an account belonging to someone else.
- 6. You will not bully, intimidate, or harass any user.
- 7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- 8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
- 9. You will follow our <u>Promotions Guidelines</u> and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
- 10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
- 11. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
- 12. You will not facilitate or encourage any violations of this Statement or our policies.

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:

- 1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
- 2. You will not create more than one personal account.
- 3. If we disable your account, you will not create another one without our permission.
- 4. You will not use your personal timeline primarily for your own commercial gain, and will use a Facebook Page for such purposes.
- 5. You will not use Facebook if you are under 13.
- 6. You will not use Facebook if you are a convicted sex offender.
- 7. You will keep your contact information accurate and up-to-date.
- 8. 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.
- 9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
- 10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is 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.

- 1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
- 2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
- 3. We 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.
- 4. 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.
- 5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- 6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Book and Wall), or any confusingly similar marks, except as expressly permitted by our Brand

- Usage Guidelines or with our prior written permission.
- 7. 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.
- 8. You will not post anyone's identification documents or sensitive financial information on Facebook.
- 9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

- 1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
- 2. 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.
- 3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. Payments

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

8. Special Provisions Applicable to Social Plugins

If you include our Social Plugins, such as the Share or Like buttons on your website, the following additional terms apply to you:

- 1. We give you permission to use Facebook's Social Plugins 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 Social Plugin 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 <u>Facebook Platform Policies</u> and our <u>Advertising Guidelines</u>.
- 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 www.facebook.com.
- 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 <u>Facebook Platform Policies</u>.
- 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, timelines, 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 advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

- 1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.
- 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 desired 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 <u>Payments Terms</u>. The amount you owe will be calculated based on our tracking mechanisms.
- 4. Your ads will comply with our <u>Advertising Guidelines</u>.
- 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 your ads will get.
- 7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
- 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 all ads that run.
- 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 our prior written permission.
- 12. We may reject or remove any ad for any reason.
- 13. If you are placing ads on someone else's behalf, you must 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, or run a promotion or an offer from your Page, you agree to our <u>Pages Terms</u>.

13. Special Provisions Applicable to Software

- 1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.
- 2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

14. Amendments

1. Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will provide you with seven (7) days notice (for example, by posting the change on the <u>Facebook Site</u> <u>Governance Page</u>) and an opportunity to comment on changes to this Statement. You can also visit our

- Facebook Site Governance Page and "like" the Page to get updates about changes to this Statement.
- 2. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
- 3. Your continued use of Facebook following changes to our terms constitutes your acceptance of our amended terms.

15. **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 15-19.

16. **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 the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. 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.
- 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. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, or any user of Facebook.
- 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 ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. 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.

17. 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 and non-users who interact with Facebook 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. You will not use Facebook if you are prohibited from receiving products, services, or software originating from the United States.
- 3. Certain specific terms that apply only for German users are available <u>here</u>.

18. **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 (such as content) 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 taken by users and non-users who interact with Facebook.
- 4. By "content" we mean anything you or other users post on Facebook that would not be included in the definition of information.
- 5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
- 6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
- 7. By "use" we mean use, run, 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.

19. **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. We reserve all rights not expressly granted to you.
- 11. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents, which provide additional information about your use of Facebook:

- <u>Data Use Policy</u>: The Data Use Policy contains information to help you understand how we collect and use information.
- Payment Terms: These additional terms apply to all payments made on or through Facebook.
- <u>Platform Page</u>: 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.
- <u>Facebook Platform Policies</u>: 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.
- <u>Promotions Guidelines</u>: These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- <u>Facebook Brand Resources</u>: These guidelines outline the policies that apply to use of Facebook trademarks, logos and screenshots.
- How to Report Claims of Intellectual Property Infringement
- Pages Terms: These guidelines apply to your use of Facebook Pages.
- <u>Community Standards</u>: These guidelines outline our expectations regarding the content you post to Facebook and your activity on Facebook.

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 B

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: April 26, 2011.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities (Statement) derives from the <u>Facebook Principles</u>, 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 <u>Privacy Policy</u> 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 <u>privacy</u> and <u>application settings</u>. In addition:

- 1. 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 <u>privacy</u> and <u>application settings</u>: 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.
- 2. 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).
- 3. 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.)
- 4. 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).
- 5. 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:

- 1. You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
- 2. 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.
- 3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
- 4. You will not upload viruses or other malicious code.
- 5. You will not solicit login information or access an account belonging to someone else.
- 6. You will not bully, intimidate, or harass any user.
- 7. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- 8. You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
- 9. You will follow our <u>Promotions Guidelines</u> and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
- 10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
- 11. You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
- 12. 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:

- 1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
- 2. You will not create more than one personal profile.
- 3. If we disable your account, you will not create another one without our permission.
- 4. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
- 5. You will not use Facebook if you are under 13.
- 6. You will not use Facebook if you are a convicted sex offender.
- 7. You will keep your contact information accurate and up-to-date.
- 8. 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.
- 9. You will not transfer your account (including any page or application you administer) to

- anyone without first getting our written permission.
- 10. 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.

- 1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
- 2. We can remove any content or information you post on Facebook if we believe that it violates this Statement.
- 3. We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our <u>How to Report Claims of Intellectual Property Infringement</u> page.
- 4. 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.
- 5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- 6. 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.
- 7. 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.
- 8. You will not post anyone's identification documents or sensitive financial information on Facebook.
- 9. You will not tag users or send email invitations to non-users without their consent.

6. Mobile

- 1. 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.
- 2. 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.
- 3. 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 and Deals

- 1. If you make a payment on Facebook or use Facebook Credits, you agree to our <u>Payments Terms</u>.
- 2. If purchase a Deal, you agree to our Deals Terms.
- 3. If you provide a Deal or partner with us to provide a Deal, you agree to the <u>Merchant Deal Terms</u> in addition to any other agreements you may have with us.

8. Special Provisions Applicable to Share Links

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

- 1. 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 <u>Facebook Platform Policies</u> and our <u>Advertising Guidelines</u>.
- 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 <u>Developer Application</u>.
 - 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 <u>Facebook Platform Policies</u>.
- 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 <u>privacy settings</u> 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 <u>Payments Terms</u>. The amount you owe will be calculated based on our tracking mechanisms.
- 4. Your ads will comply with our <u>Advertising Guidelines</u>.
- 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 <u>Facebook Site Governance Page</u>) and an opportunity to comment. To get notice of any future changes to this Statement, visit our <u>Facebook Site Governance Page</u> 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 <u>here</u>.

17. **Definitions**

- 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:

- <u>Privacy Policy</u>: 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.
- <u>Platform Page</u>: 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.
- <u>Facebook Platform Policies</u>: These guidelines outline the policies that apply to applications, including Connect sites.
- <u>Advertising Guidelines</u>: These guidelines outline the policies that apply to advertisements placed on Facebook.
- <u>Promotions Guidelines</u>: 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

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 17 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: June 8, 2012.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the <u>Facebook Principles</u>, and is our terms of service that governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement, as updated from time to time in accordance with Section 14 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

1. Privacy

Your privacy is very important to us. We designed our <u>Data Use Policy</u> 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 Data Use Policy, and to use it to help you 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 <u>privacy</u> and <u>application settings</u>. In addition:

- 1. 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 <u>privacy</u> and <u>application settings</u>: 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.
- 2. 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).
- 3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. 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, including how you can control what information other people may share with applications, read our Data Use Policy and Platform Page.)

- 4. When you publish content or information using the Public 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).
- 5. 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 keep Facebook safe, which includes the following commitments by you:

- 1. You will not post unauthorized commercial communications (such as spam) on Facebook.
- 2. 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 prior permission.
- 3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
- 4. You will not upload viruses or other malicious code.
- 5. You will not solicit login information or access an account belonging to someone else.
- 6. You will not bully, intimidate, or harass any user.
- 7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- 8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
- 9. You will follow our <u>Promotions Guidelines</u> and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
- 10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
- 11. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
- 12. You will not facilitate or encourage any violations of this Statement or our policies.

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:

- 1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
- 2. You will not create more than one personal account.
- 3. If we disable your account, you will not create another one without our permission.
- 4. You will not use your personal timeline for your own commercial gain (such as selling

- your status update to an advertiser).
- 5. You will not use Facebook if you are under 13.
- 6. You will not use Facebook if you are a convicted sex offender.
- 7. You will keep your contact information accurate and up-to-date.
- 8. 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.
- 9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
- 10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is 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.

- 1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
- 2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
- 3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our <u>How to Report Claims of Intellectual Property Infringement</u> page.
- 4. 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.
- 5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- 6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Book and Wall), or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
- 7. 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.
- 8. You will not post anyone's identification documents or sensitive financial information on Facebook.
- 9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

6. Mobile and Other Devices

- 1. 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.
- 2. 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.

3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. Payments

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

8. Special Provisions Applicable to Social Plugins

If you include our Social Plugins, such as the Share or Like buttons on your website, the following additional terms apply to you:

- 1. We give you permission to use Facebook's Social Plugins 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 Social Plugin 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 <u>Facebook Platform Policies</u> and our <u>Advertising Guidelines</u>.
- 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 <u>Developer Application</u>.
 - 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 <u>Facebook Platform Policies</u>.
- 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 www.facebook.com.
- 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 <u>Facebook Platform Policies</u>.
- 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, timelines, 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 and commercial content that are valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You can use your <u>privacy settings</u> 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 desired 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 <u>Payments Terms</u>. The amount you owe will be calculated based on our tracking mechanisms.
- 4. Your ads will comply with our <u>Advertising Guidelines</u>.
- 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 your ads will get.
- 7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
- 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 all ads that run.
- 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 our prior written permission.
- 12. We may reject or remove any ad for any reason.
- 13. If you are placing ads on someone else's behalf, you must 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 <u>Pages Terms</u>.

13. Special Provisions Applicable to Software

- 1. If you download our software, such as a stand-alone software product or a browser plugin, you agree that from time to time, the software may download upgrades, updates and additional features from us in order to improve, enhance and further develop the software.
- 2. You will not modify, create derivative works of, decompile or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license or we give you express written permission.

14. Amendments

- 1. We can change this Statement if we provide you notice (by posting the change on the <u>Facebook Site Governance Page</u>) and an opportunity to comment. To get notice of any future changes to this Statement, visit our <u>Facebook Site Governance Page</u> and "like" the Page.
- 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. Comments to proposed changes will be made on the <u>Facebook Site Governance Page</u>.
- 3. If more than 7,000 users post a substantive comment on a particular 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. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
- 5. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.
- 6. Your continued use of Facebook following changes to our terms constitutes your acceptance of our amended terms.

15. 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 15-19.

16. **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. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, or any user of Facebook.
- 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 ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. 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.

17. 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 and non-users who interact with Facebook 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 <u>here</u>.

18. **Definitions**

- 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 (such as content) 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 taken by users and non-users who interact with Facebook.
- 4. By "content" we mean anything you or other users post on Facebook that would not be included in the definition of information.
- 5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
- 6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
- 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.

19. **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. We reserve all rights not expressly granted to you.
- 11. You will comply with all applicable laws when using or accessing Facebook.

You may also want to review the following documents, which provide additional information about your use of Facebook:

- <u>Data Use Policy</u>: The Data Use Policy contains information to help you understand how we collect and use information.
- Payment Terms: These additional terms apply to all payments made on or through Facebook.
- <u>Platform Page</u>: 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.
- <u>Facebook Platform Policies</u>: These guidelines outline the policies that apply to applications, including Connect sites.
- <u>Advertising Guidelines</u>: These guidelines outline the policies that apply to advertisements placed on Facebook.
- <u>Promotions Guidelines</u>: These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- <u>Brand Permissions Center</u>: These guidelines outline the policies that apply to use of Facebook trademarks, logos and screenshots.
- How to Report Claims of Intellectual Property Infringement
- Pages Terms: These guidelines apply to your use of Facebook Pages.
- <u>Community Standards</u>: These guidelines outline our expectations regarding the content you post to Facebook and your activity on Facebook.

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 D

Data Use Policy

Date of Last Revision: November 15, 2013

Information we receive and how it is used

- Information we receive about you
- Public information
- Usernames and User IDs
- How we use the information we receive
- Deleting and deactivating your account

Sharing and finding you on Facebook

- Control each time you post
- Control over your timeline
- Finding you on Facebook
- Access on phones and other devices
- Activity log
- What your friends and others share about you
- Groups
- Pages

Other websites and applications

- About Facebook Platform
- Controlling what information you share with applications
- Controlling what is shared when the people you share with use applications
- Logging in to another site using Facebook
- About social plugins
- About instant personalization
- Public search engines

Advertising and Facebook content

- Advertising
- Facebook content

Cookies, pixels and other similar technologies

Some other things you need to know

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- **Registration information**: When you sign up for Facebook, you are required to provide information such as your name, email address, birthday, and gender. In some cases, you may be able to register using other information, like your telephone number.
- **Information you choose to share**: Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's story.

It also includes the information you choose to share when you communicate with us, such as when you contact us using an email address, or when you take an action, such as when you add a friend, like a Page or a website, add a place to your story, use our contact importers, or indicate you are in a relationship.

Your name, profile pictures, cover photos, gender, networks, username and User ID are treated just like information you choose to make public.

Your birthday allows us to do things like show you age-appropriate content and advertisements.

Information others share about you

We receive information about you from your friends and others, such as when they upload your contact information, post a photo of you, tag you in a photo or status update, or at a location, or add you to a group.

When people use Facebook, they may store and share information about you and others that they have, such as when they upload and manage their invites and contacts.

Other information we receive about you

We also receive other types of information about you:

- We receive data about you whenever you use or are running Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or make purchases through Facebook.
- When you post things like photos or videos on Facebook, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from or about the computer, mobile phone, or other devices you use to install Facebook apps or to access Facebook, including when multiple users log in from the same device. This may include network and communication information, such as your IP address or mobile phone number, and other information about things like your internet service, operating system, location, the type (including identifiers) of the device or browser you use, or the pages you visit. For example, we may get your GPS or other location information so we can tell you if any of your friends are nearby, or we could request device information to improve how our apps work on your device.
- We receive data whenever you visit a game, application, or website that uses <u>Facebook Platform</u> or visit a site with a Facebook feature (such as a <u>social plugin</u>), sometimes through <u>cookies</u>. This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our <u>affiliates</u> or our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better. For example, an

advertiser may tell us information about you (like how you responded to an ad on Facebook or on another site) in order to measure the effectiveness of - and improve the quality of - ads.

As described in "How we use the information we receive" we also put together data from the information we already have about you, your friends, and others, so we can offer and suggest a variety of services and features. For example, we may make friend suggestions, pick stories for your News Feed, or suggest people to tag in photos. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you in which you might be interested. We may also put together data about you to serve you ads or other content that might be more relevant to you.

When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services, like keeping your last GPS coordinates to send you relevant notifications.

We only provide data to our advertising partners or customers after we have removed your name and any other personally identifying information from it, or have combined it with other people's data in a way that it no longer personally identifies you.

Public information

When we use the phrase "public information" (which we sometimes refer to as "Everyone information"), we mean the information you choose to make public, as well as information that is always publicly available.

Information you choose to make public

Choosing to make your information public is exactly what it sounds like: **anyone**, including people off Facebook, will be able to see it. Learn more.

Choosing to make your information public also means that this information:

- can be associated with you (i.e., your name, profile pictures, cover photos, timeline, User ID, username, etc.) even off Facebook:
- can show up when someone does a search on Facebook or on a public search engine;
- will be accessible to the Facebook-integrated games, applications, and websites you and your friends use; and
- will be accessible to anyone who uses our APIs such as our Graph API.

Sometimes you will not be able to select an audience when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a <u>sharing icon</u>, the information will be publicly available

When others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of information listed below are always publicly available, and they are treated just like information you decided to make public:

- Name: This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always <u>delete</u> your account.
- **Profile Pictures and Cover Photos**: These help your friends and family recognize you. If you are uncomfortable making any of these photos public, you can always delete them. Unless you delete them, when you add a new profile picture or cover photo, the previous photo will remain public in your profile picture or cover photo album.
- **Networks**: This helps you see who you will be sharing information with before you choose "Friends and Networks" as a custom audience. If you are uncomfortable making your network public, you can <u>leave the network</u>.

- **Gender**: This allows us to refer to you properly.
- **Username and User ID**: These allow you to give out a custom link to your timeline or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Usernames and User IDs

Usernames and User IDs are the same thing – a way to identify you on Facebook. A User ID is a string of numbers and a username generally is some variation of your name. With your username, you get a custom link (a Facebook URL, such as www.facebook.com/username) to your timeline that you can give out to people or post on external websites.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you've let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our <u>Graph API</u>. Specifically, they can access your public information, along with your age range, language and country.

If you do not want your information to be accessible to Platform applications, you can turn off all Platform applications from your <u>Privacy Settings</u>. If you turn off Platform you will no longer be able to use any games or other applications until you turn Platform back on. For more information about the information that apps receive when you visit them, see <u>Other websites and applications</u>.

If you want to see information available about you through our Graph API, just type

https://graph.facebook.com/[User ID or Username]?metadata=1 into your browser.

Your Facebook email address includes your public username like so: username@facebook.com. People can use your Facebook email address to send you messages and anyone in a message conversation can reply to it.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, our partners, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, in addition to helping people see and find things that you do and share, we may use the information we receive about you:

- as part of our efforts to keep Facebook products, services and integrations safe and secure;
- to protect Facebook's or others' rights or property;
- to provide you with location features and services, like telling you and your friends when something is going on nearby:
- to measure or understand the effectiveness of ads you and others see, including to deliver relevant ads to you;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it; and
- for internal operations, including troubleshooting, data analysis, testing, research and service improvement.

Granting us permission to use <u>your information</u> not only allows us to provide Facebook as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name and any other personally identifying information from it.

Of course, for <u>information others share about you</u>, they control how it is shared.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Typically, information associated with your account will be kept until your account is deleted. For certain categories of data, we may also tell you about specific data retention practices.

We may enable access to <u>public information</u> that has been shared through our services.

We may allow service providers to access information so they can help us provide services.

We are able to suggest that your friend tag you in a picture by scanning and comparing your friend's pictures to information we've put together from your profile pictures and the other photos in which you've been tagged. If this feature is enabled for you, you can control whether we suggest that another user tag you in a photo using the "Timeline and Tagging" settings. Learn more at: https://www.facebook.com/help/tag-suggestions

Deleting and deactivating your account

If you want to stop using your account, you can either **deactivate** or **delete** it.

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your timeline, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at: https://www.facebook.com/settings?tab=security

Your friends will still see you listed in their list of friends while your account is deactivated.

Deletion

When you delete your account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at:

 $\underline{https://www.facebook.com/help/contact.php?show_form=delete_account}$

Learn more at: https://www.facebook.com/help/?fag=356107851084108

Certain information is needed to provide you with services, so we only delete this information after you delete your account. Some of the things you do on Facebook aren't stored in your account, like posting to a group or sending someone a message (where your friend may still have a message you sent, even after you delete your account). That information remains after you delete your account.

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook Friends.

Choose this icon if you want to **Customize** your audience. You can also use this to hide your story from specific people.

If you tag someone, that person and their friends can see your story no matter what audience you selected. The same is true when you approve a tag someone else adds to your story.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on

Facebook can be copied or re-shared by anyone who can see it.

Although you choose with whom you share, there may be ways for others to determine information about you. For example, if you hide your birthday so no one can see it on your timeline, but friends post "happy birthday!" on your timeline, people may determine your birthday.

When you comment on or "like" someone else's story, or write on their timeline, that person gets to select the audience. For example, if a friend posts a Public story and you comment on it, your comment will be Public. Often, you can see the audience someone selected for their story before you post a comment; however, the person who posted the story may later change their audience. So, if you comment on a story, and the story's audience changes, the new audience can see your comment.

You can control who can see the Facebook Pages you've "liked" by visiting your timeline, clicking on the Likes box on your timeline, and then clicking "Edit."

Sometimes you will not see a sharing icon when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Control over your timeline

Whenever you add things to your timeline you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide the item on your timeline from specific people.

When you select an audience for your friend list, you are only controlling who can see the entire list of your friends on your timeline. We call this a timeline visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends' timelines or in searches). For example, if you select "Only Me" as the audience for your friend list, but your friend sets her friend list to "Public," anyone will be able to see your connection on your friend's timeline.

Similarly, if you choose to hide your gender, it only hides it on your timeline. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a story (such as a photo, status update or check-in), you can choose whether you want that story to appear on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can remove it from your timeline.

When you hide things on your timeline, like posts or connections, it means those things will not appear on your timeline. But, remember, anyone in the audience of those posts or who can see a connection may still see it elsewhere, like on someone else's timeline or in search results. You can also delete your posts or change the audience of content you post, which means you can remove people from or add people to the audience of the content. People on Facebook may be able to see mutual friends, even if they cannot see your entire list of friends.

Some things (like your name, profile pictures and cover photos) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Finding you on Facebook

To make it easier for your friends to find you, we allow anyone with your contact information (such as email address or telephone number) to find you through the Facebook search bar at the top of most pages, as well as other tools we provide, such as contact importers - even if you have not shared your contact information with them on Facebook.

You can choose who can look up your timeline using the email address or telephone number you added to your timeline through your <u>Privacy Settings</u>. But remember that people can still find you or a link to your timeline on Facebook through other people and the things they share about you or through other posts, like if you are tagged in a friend's photo or post something to a public page.

Your settings do not control whether people can find you or a link to your timeline when they search for content they have permission to see, like a photo or other story in which you've been tagged.

Access on phones and other devices

Once you share information with your friends and others, they may be able to sync it with or access it via their mobile phones and other devices. For example, if you share a photo on Facebook, someone viewing that photo could save it using Facebook tools or by other methods offered by their device or browser. Similarly, if you share your contact information with someone or invite someone to an event, they may be able to use Facebook or third party applications or devices to sync that information. Or, if one of your friends has a Facebook application on one of their devices, your information (such as the things you post or photos you share) may be stored on or accessed by their device.

You should only share information with people you trust because they will be able to save it or re-share it with others, including when they sync the information to a device.

Activity log

Your activity log is a place where you can go to view most of your information on Facebook, including things you've hidden from your timeline. You can use this log to manage your content. For example, you can do things like delete stories, change the audience of your stories or stop an application from publishing to your timeline on your behalf.

When you hide something from your timeline, you are not deleting it. This means that the story may be visible elsewhere, like in your friends' News Feed. If you want to delete a story you posted, choose the delete option.

What your friends and others share about you

Links and Tags

Anyone can add a link to a story. Links are references to something on the Internet; anything from a website to a Page or timeline on Facebook. For example, if you are writing a story, you might include a link to a blog you are referencing or a link to the blogger's Facebook timeline. If someone clicks on a link to another person's timeline, they'll only see the things that they are allowed to see.

A tag is a special type of link to someone's timeline that suggests that the tagged person add your story to their timeline. In cases where the tagged person isn't included in the audience of the story, it will add them so they can see it. Anyone can tag you in anything. Once you are tagged, you and your friends will be able to see it (such as in News Feed or in search).

You can choose whether a story you've been tagged in appears on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can always remove it from your timeline.

If you do not want someone to tag you, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.

Social reporting is a way for people to quickly and easily ask for help from someone they trust. Learn more at: https://www.facebook.com/note.php?note_id=196124227075034&adt=3&att=iframe

If you are linked to in a private space (such as a message or a group) only the people who can see the private space can see the link. Similarly, if you are linked to a comment, only the people who can see the comment can see the link.

Other information

As described in the "what your friends and others share about you" section of this policy, your friends and others may share information about you. They may share photos or other information about you and tag you in their posts. If you do not like a particular post, tell them or report the post.

Groups

Once you are in a Group, anyone in that Group can add you to a subgroup. When someone adds you to a Group, you will be listed as "invited" until you visit the Group. You can always leave a Group, which will prevent others from adding you to it again.

Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebrities use Pages to talk about their latest projects. And communities use Pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, information you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment may be used by the Page owner off Facebook, and anyone can see it.

When you "like" a Page, you create a connection to that Page. The connection is added to your timeline and your friends may see it in their News Feeds. You may be contacted by or receive updates from the Page, such as in your News Feed and your messages. You can remove the Pages you've "liked" through your timeline or on the Page.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect information about you, just like any website.

Page administrators may have access to insights data, which will tell them generally about the people that visit their Page (as opposed to information about specific people). They may also know when you've made a connection to their Page because you've liked their Page or posted a comment.

To control who can see the Facebook Pages you've liked, visit our <u>Help Center</u>.

III. Other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of, or controlled by, Facebook, so you should always make sure to read their terms of service and privacy policies to understand how they treat your data.

Controlling what information you share with applications

When you connect with a game, application or website - such as by going to a game, logging in to a website using your Facebook account, or adding an app to your timeline - we give the game, application, or website (sometimes referred to as just "applications" or "apps") your basic info (we sometimes call this your "public profile"), which includes your User ID and your public information. We also give them your friends' User IDs (also called your friend list) as part of your basic info.

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your basic info, which includes your <u>public information</u> and friend list. This includes the information you choose to make public, as well as information that is <u>always publicly available</u>. If the application needs additional information, such as your stories, photos or likes, it will have to ask you for specific permission.

The "Apps" setting lets you control the applications you use. You can see the permissions you have given these applications, the last time an application accessed your information, and the audience on Facebook for timeline stories and activity the application posts on your behalf. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or websites through Facebook.

When you first visit an app, Facebook lets the app know your language, your country, and whether you are in an age group, for instance, under 18, between 18-20, or 21 and over. Age range lets apps provide you with age-appropriate content. If you install the app, it can access, store and update the information you've shared. Apps you've installed can update their records of your basic info, age range, language and country. If you haven't used an app in a while, you should consider removing it. Once you remove an app, it won't be able to continue to update the additional information you've given them permission to access, but it may still hold the information you have already shared. You always can contact the app directly and request that they delete your data. Learn more at: https://www.facebook.com/help/how-apps-work

Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device. If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.

Sites and apps that use <u>Instant Personalization</u> receive your User ID and friend list when you visit them.

You always can remove apps you've installed by using your app settings at: https://www.facebook.com/settings/? tab=applications. But remember, apps may still be able to access your information when the people you share with use them. And, if you've removed an application and want it to delete the information you've already shared with it, you should contact the application. Visit the application's page on Facebook or its own website to learn more about the app. For example, Apps may have reasons (e.g. legal obligations) to retain some data that you share with them.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be reshared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those applications more personalized and social. For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you "like" on Facebook. If you have made that information public, then the application can access it just like anyone else. But if you've shared your likes with just your friends, the application could ask your friend for permission to share them.

You can control most of the information other people can share with applications they use from the "App" settings page. But these controls do not let you limit access to your <u>public information</u> and friend list.

If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications. This means that you will no longer be able to use any third-party Facebook-integrated games, applications or websites.

If an application asks permission from someone else to access your information, the application will be allowed to use

that information only in connection with the person that gave the permission, and no one else.

For example, some apps use information such as your friends list, to personalize your experience or show you which of your friends use that particular app.

Logging in to another site using Facebook

Facebook Platform lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the site your User ID (just like when you connect with any other application), but we do not share your email address or password with that website through this process without your permission.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an "email hash", which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are hashed so no email addresses are actually shared between Facebook and the website.

How it works

The website sends over a hashed version of your email address, and we match it with a database of email addresses that we have also hashed. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other websites can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

Sometimes plugins act just like applications. You can spot one of these plugins because it will ask you for permission to access your information or to publish information back to Facebook. For example, if you use a registration plugin on a website, the plugin will ask your permission to share your basic info with the website to make it easier for you to register for the website. Similarly, if you use an "Add To Timeline" plugin, the plugin will ask for your permission to publish stories about your activities on that website to Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper's website, then that website can access your comment (along with your User ID) just like everyone else.

If you post something using a social plugin and you do not see a sharing icon, you should assume that story is Public. For example, if you post a comment through a Facebook comment plugin on a site, your story is Public and everyone, including the website, can see your story.

Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.

We receive data when you visit a site with a social plugin. We keep this data for a maximum of 90 days. After that, we remove your name and any other personally identifying information from the data, or combine it with other people's data in a way that it is no longer associated with you. Learn more at: https://www.facebook.com/help/social-plugins

About instant personalization

Instant personalization (sometimes also referred to as "Start now") is a way for Facebook to help partners (such as Bing and Rotten Tomatoes) on and off Facebook to create a more personalized and social experience for logged in users than a social plugin can offer. When you visit a site or app using instant personalization, it will know some information about you and your friends the moment you arrive. This is because sites and apps using instant personalization can access your User ID, your friend list, and your public information.

The first time you visit a site or app using instant personalization, you will see a notification letting you know that the

site or app has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site or app. If you do that, that site or app is required to delete all of the information about you it received from Facebook as part of the instant personalization program. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you decide that you do not want to experience instant personalization for all partner sites and apps, you can disable instant personalization from the "Apps" settings page.

If you turn off instant personalization, these partner third party sites and apps will not be able to access your public information, even when your friends visit those sites.

If you turn off an instant personalization site or app after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete information about you it received through Facebook. Like all other apps, the site is required by our policies to delete information about you if you ask it to do so.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete information about you if you turn off instant personalization when you first visit the site or app. It also prevents the partner from accessing any information about you until you or your friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case, the email addresses are hashed so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit a site or app using instant personalization, we provide the site or app with your User ID and your friend list (as well as your age range, locale, and gender). The site or app can then connect your account with your friends' accounts to make the site or app instantly social. The site can also access public information associated with any of the User IDs it receives, which it can use to make them instantly personalized. For example, if the site is a music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access your or your friends' music interests if they are public. If the site or app wants any additional information, it will have to get your specific permission.

Public search engines

Your public search setting controls whether people who enter your name on a public search engine may see your public timeline (including in sponsored results). You can find your public search setting on the "<u>Privacy Settings and Tools</u>" settings page.

This setting does not apply to search engines that access your information as an application using Facebook Platform. If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your timeline. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at: https://www.facebook.com/help/?faq=13323

IV. Advertising and Facebook content

Advertising

Facebook offers a range of products that allow advertisers to reach people on and off Facebook. In addition to the

information we provide in this section, you can also learn more about advertising products, how they work, our partnerships, and the <u>controls</u> you have, by visiting our "<u>Advertising on Facebook</u>" page.

When we deliver ads, we do not share your information (information that personally identifies you, such as your name or contact information) with advertisers unless you give us permission. We may provide advertisers with information when we have removed your name and other personally identifying information from it, or combined it with other information so that it no longer personally identifies you. For example, we may tell an advertiser how its ads perform or how many people viewed or clicked on their ads or install an app after seeing an ad.

So we can show you content that you may find interesting, we may use all of the <u>information we receive about you</u> to serve ads that are more relevant to you. For example, this includes:

- information you provide at registration or add to your account or timeline,
- things you share and do on Facebook, such as what you like, and your interactions with advertisements, partners, or apps,
- keywords from your stories, and
- things we infer from your use of Facebook.

For many ads we serve, advertisers may choose their audience by location, demographics, likes, keywords, and any other information we receive or infer about users. Here are some of the ways advertisers may target relevant ads:

- demographics and interests: for example, 18 to 35 year-old women who live in the United States and like basketball;
- topics or keywords: for example, "music" or people who like a particular song or artist;
- Page likes (including topics such as products, brands, religion, health status, or political views): for example, if you like a Page about gluten-free food, you may receive ads about relevant food products; or
- categories (including things like "moviegoer" or a "sci-fi fan"): for example, if a person "likes" the "Star Trek" Page and mentions "Star Wars" when they check into a movie theater, we may infer that this person is likely to be a sci-fi fan and advertisers of sci-fi movies could ask us to target that category.

In addition to delivering relevant ads, Facebook sometimes pairs ads with <u>social context</u>, meaning stories about social actions that you or your friends have taken. For example, an ad for a sushi restaurant's Facebook Page may be paired with a News Feed story that one of your friends likes that Page.

We also sometimes serve these same types of ads on other sites or may serve just the social context (such as with ads served by others), so that the ads are more relevant to you. Just like any other content you share on Facebook, only people who you're already sharing with on Facebook would see it when it is paired with an ad. We also allow advertisers to reach people on Facebook using the information they already have about you (such as email addresses or whether you have visited their websites previously). You can learn more about ads, social context, and our partnerships, including the relevant settings and controls available to you, by visiting the Advertising on Facebook page.

If an advertiser chooses to run ads, we serve the ads to people who meet criteria the advertiser selects. So, if someone views or otherwise interacts with the ad, the advertiser might assume that the person meets the criteria they selected (for example, that the person is an 18-to-35-year-old woman who lives in the U.S. and likes basketball). We require advertisers to comply with our <u>Advertising Guidelines</u>, including provisions relating to the use of sensitive data.

Advertisers and their partners sometimes use cookies or other similar technologies in order to serve and measure ads and to make their ads more effective. <u>Learn more about cookies</u>, <u>pixels and similar technologies</u>.

When you post a story on Facebook and an advertiser <u>sponsors it</u>, nothing changes about the audience of the post. Only the people who could originally see the post (the people you shared it with) are eligible to see it.

Facebook content

We like to tell you about some of the features and tools your friends and others use on Facebook, to help you have a

better experience. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

V. Cookies, pixels and other similar technologies

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on webpages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies.

We use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) to provide and understand a range of products and services. Learn more at: https://www.facebook.com/help/cookies

We use these technologies to do things like:

- make Facebook easier or faster to use;
- enable features and store information about you (including on your device or in your browser cache) and your use of Facebook;
- deliver, understand and improve advertising;
- monitor and understand the use of our products and services; and
- protect you, others and Facebook.

For example, we may use these tools to know you are logged in to Facebook, to help you use social plugins and share buttons, or to know when you are interacting with our advertising or Platform partners.

We may ask advertisers or other partners to serve ads or services to computers, mobile phones or other devices, which may use a cookie, pixel or other similar technology placed by Facebook or the third party (although we would not share information that personally identifies you with an advertiser).

Most companies on the web use cookies (or other similar technological tools), including our advertising and Platform partners. For example, our Platform partners, advertisers or Page administrators may use cookies or similar technologies when you access their apps, ads, Pages or other content.

Cookies and things like local storage help make Facebook work, like allowing pages to load faster because certain content is stored on your browser or by helping us authenticate you to deliver personalized content.

To learn more about how advertisers generally use cookies and the choices advertisers provide, visit the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp, the Digital Advertising Alliance at http://www.iab.net or the Internet Advertising Bureau (EU) at http://youronlinechoices.eu/.

Refer to your browser or device's help material to learn what controls you can often use to remove or block cookies or other similar technologies or block or remove other data stored on your computer or device (such as by using the various settings in your browser). If you do this, it may affect your ability to use Facebook or other websites and apps.

VI. Some other things you need to know

Safe harbor

Facebook complies with the U.S.-EU and U.S.-Swiss Safe Harbor frameworks as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website at: https://safeharbor.export.gov/list.aspx. As part of our participation in the Safe Harbor program, we agree to resolve disputes you have with us in connection with our policies and practices through TRUSTe. If you would like to contact TRUSTe, visit: https://feedback-form.truste.com/watchdog/request

Contact us with questions or disputes

If you have questions or complaints regarding our Data Use Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us through this help page: https://www.facebook.com/help/contact_us.php?id=173545232710000

Responding to legal requests and preventing harm

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; or to prevent death or imminent bodily harm.

Information we receive about you, including financial transaction data related to purchases made with Facebook, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

Access requests

You can access and correct most of your personal data stored by Facebook by logging into your account and viewing your timeline and activity log. You can also download a copy of your personal data by visiting your "Settings" (General Account Settings page), clicking on "Download a copy of your Facebook data" and then clicking on the link for your expanded archive. Learn more at: https://www.facebook.com/help/?faq=226281544049399

Notifications and Other Messages

We may send you notifications and other messages using the contact information we have for you, like your email address. You can control most of the notifications you receive, including ones from Pages you like and applications you use, using controls we provide, such as a control included in the email you receive or in your "Notifications" settings.

Friend Finder

We offer tools to help you upload your friends' contact information so that you and others can find friends on Facebook, and invite friends who do not use Facebook to join, and so we can offer you and others better experiences on Facebook through suggestions and other customized experiences. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php.

If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and we may also include names and pictures of other people your friend might know on Facebook. We'll also send a few reminders to those you invite, but the invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account, we keep the timeline on Facebook, but limit access and some features. You can report a deceased person's timeline at: https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request that satisfies certain criteria.

Affiliates

We may share information we receive with businesses that are legally part of the same group of companies that Facebook is part of, or that become part of that group (often these companies are called affiliates). Likewise, our

affiliates may share information with us as well. This sharing is done in compliance with applicable laws including where such applicable laws require consent. We and our affiliates may use shared information to help provide, understand, and improve our services and their own services.

Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, conduct and publish research, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this Data Use Policy.

Security and bugs

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the <u>Facebook Security Page</u>. We try to keep Facebook up, bug-free and safe, but can't make guarantees about any part of our services or products.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this Data Use Policy.

Notice of Changes

If we make changes to this Data Use Policy we will notify you (for example, by publication here and on the <u>Facebook Site Governance Page</u>). If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the <u>Facebook Site Governance Page</u>.

Opportunity to comment

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. After the comment period, if we adopt any changes, we will provide notice (for example, on the <u>Facebook Site Governance Page</u> or in this policy) of the effective date.

Information for users outside of the United States and Canada

Company Information: The website under www.facebook.com and the services on these pages are being offered to users outside of the U.S. and Canada by Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland. The company Facebook Ireland Ltd. has been established and registered in Ireland as a private limited company, Company Number: 462932, and is the data controller responsible for your personal information. Directors: Sonia Flynn (Irish), Shane Crehan (Irish).

Your California privacy rights

California law permits residents of California to request certain details about what personal information a company shares with third parties for the third parties' direct marketing purposes. Facebook does not share your information with third parties for the third parties' own and independent direct marketing purposes unless we receive your permission. Learn more about the <u>information we receive and how it is used</u> and <u>other websites and applications</u>. If you have questions about our sharing practices or your rights under California law, please write us at 1601 Willow Road, Menlo Park,

Exhibit E

Search Home Profile Account

Data Use Policy

Date of Last Revision: September 7, 2011

Information we receive and how t is used

- Information we receive about you
- Public information
- Usernames and User IDs
- How we use the information we receive
- Deleting and deactivating your account

Sharing and finding you on Facebook

- Control each time you post
- Control over your profile
- What your friends share about you
- About Pages

Sharing w th other websites and applications

- About Facebook Platform
- Controlling what information you share with applications
- Controlling what is shared when the people you share with use applications
- Logging in to another s te using Facebook
- About social plugins
- · About instant personalization
- Public search engines

How advertising works

- Personalized ads
- Ads + social context
- Sponsored stor es
- Featured content

Minors and Safety

Some other things you need to know

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- Registration information: When you sign up for Facebook, you are required to provide your name, email address, birthday, and gender.
- Information you choose to share: Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's post.

It also includes the information you choose to share when you take an action, such as when you add a friend, like a Page or a website, tag a place in your post, find fr ends using our contact importers, or indicate you are in a relationship.

- 🕊 Your name, profile picture, networks, username and User ID are treated just like information you choose to make public.
- \P Your birthday allows us to do things like show you age–appropriate content and advertisements.

Information others share about you

We receive information about you from your fr ends, such as when they tag you in a photo or at a location, or add you to a group.

We may also receive information about you from the games, applications, and websites you use, but only when you have given them permiss on. If you have given a game, application, or website permission to post information on your Wall, you can remove it from your "Apps you use" setting.

Other information we receive about you

We also receive other types of informat on about you:

- We receive data about you whenever you interact with Facebook, such as when you look at another person's profile, send someone a message, search for a friend or a Page, click on an ad, or purchase Facebook Credits.
- When you post things like photos or videos on Facebook, we may receive add tional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from the computer, mobile phone or other device you use to access Facebook. This may include your IP address, location, the type of browser you use, or the pages you visit. For example, we may get your GPS location so we can tell you if any of your friends are nearby.
- We receive data whenever you visit a game, application, or website that uses Facebook Platform or visit a site with a Facebook feature (such as a social plugin). This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better. For example, an advertiser may tell us how you responded to an ad on Facebook or on another site in order to measure the effectiveness of and improve the quality of those ads

We also put together data from the information we already have about you and your friends. For example, we may put together data about you to determine which friends we should show you in your News Feed or suggest you tag in the photos you post. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you that you might be interested in. We may also put together data about you to serve you add that might be more relevant to you.

When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services.

We only provide data to our advertising partners or customers after we have removed your name or any other personally identifying information from it, or have combined it with other people's data in a way that it is no longer associated with you. Similarly, when we receive data about you from our advertising partners or customers, we keep the data for 180 days. After that, we combine the data with other people's data in a way that it is no longer associated with you.

Public information 1

When we use the phrase "public information" (which we sometimes refer to as "Everyone information"), we mean the information you choose to make public, as well as informat on that is always publicly available.

Information you choose to make public

Choosing to make your informat on public is exactly what it sounds like: anyone, including people off of Facebook, will be able to see it.

Choosing to make your informat on public also means that this information:

- can be associated with you (i.e., your name, profile picture, Facebook profile, User ID, etc.) even off Facebook
- can show up when someone does a search on Facebook or on a public search engine
- will be accessible to the games, applications, and websites you and your friends use
- will be accessible to anyone who uses our APIs such as our Graph API.
- Sometimes you will not be able to select an aud ence when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of posts are always public posts. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.
- PWhen others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of informat on listed below are always publicly available, and are treated just like information you decided to make public.

- Name: This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always deactivate or delete your account.
- Profile Pictures: This helps your friends and family recognize you. If you are uncomfortable making your profile picture public, you can always delete it by hovering over your photo and clicking "Change Picture."
- Network: This helps you see whom you will be sharing information with before you choose "Friends and Networks" as a custom aud ence. If you are uncomfortable making your network public, you can leave the network.
- Username and User ID: These allow you to give out a custom link to your profile or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Usernames and User IDs

A Username (or Facebook URL) is a custom link to your profile that you can give out to people or post on external websites. If you have selected a username, it will always appear in the URL on your profile page. If you have not selected a username, then the URL on your profile page will contain your User ID, which is what we use to identify your Facebook account.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you've let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our Graph API. Specifically, they can access your public information, along with your age range, locale (or language) and gender.

If you do not want your information to be accessible through our APIs, you can turn off all Platform applicat ons from your Privacy Settings. If you turn off Platform you will no longer be able to use any games or other applications.

- 🕊 If you want to see information available about you through our Graph API, just type https://graph.facebook.com/[User ID or Username]?metadata=1 into your browser.
- When you sign up for a Facebook email address, you will first have to select a public username. Your email address will include your public username like so: username@facebook.com. You can control who can send you messages using your "How You Connect" settings.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, we may use the information we receive about you:

- as part of our efforts to keep Facebook safe and secure;
- to prov de you with location features and services, like telling you and your friends when something is going on nearby;
- to measure or understand the effectiveness of ads you and others see;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using t, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it.

Granting us this permission not only allows us to provide Facebook as it exists today, but talso allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your informat on. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name or any other personally identifying information from t.

We are able to suggest that your friend tag you in a picture by comparing your friend's pictures to information we've put together from the photos you've been tagged in. You can control whether we suggest that another user tag you in a photo using the "How Tags work" settings.

Deleting and deactivating your account

If you want to stop using your account, you can e ther $\mbox{\bf deactivate}$ or $\mbox{\bf delete} \;\; t.$

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your profile, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at:

https://www.facebook.com/editaccount.php

Deletion

When you delete an account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at: https://www.facebook.com/help/contact.php?show_form=delete_account

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

- A Choose this icon if you want to share with your Facebook Friends.
- * Choose this icon if you want to Customize your audience. You can also use this to hide your post from specific people.

If you do not make a selection, your information will be shared with the last audience you selected. If you want to change your selection later you can do that too on your profile.

If you tag someone, that person and their friends can see your post no matter what audience you selected. The same is true when you approve a tag someone else adds to your post.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on Facebook can be copied or re-shared by anyone who can see it.

- 🕊 When you comment on or "like" someone else's post, or write on their Wall, that person gets to select the audience.
- 🅊 You can control who can see the Facebook Pages you've "liked" by visiting your profile and clicking "Edit Profile."
- Sometimes you will not see a sharing icon when you post something (like when you wr te on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of posts are always public posts. As a general rule, you should assume that if you do not see a sharing icon, the informat on will be publicly available.

Control over your profile

Whenever you add things to your profile you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see t.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

- 🎎 Choose this icon if you want to share with your Facebook **Friends**.
- 🏶 Choose this icon if you want to Customize your audience. You can also use this to hide the item on your profile from specific people.

When you select an aud ence for your friend list, you are only controlling who can see t on your profile. We call this a profile visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends' profiles or in searches). For example, if you select "Only Me" as the audience for your friend list, but your friend sets her friend list to "Public," anyone will be able to see your connection on your friend's profile.

Similarly, if you choose to hide your gender, it only h des it on your profile. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a post (such as a photo, status update or check-in), you can choose whether you want that post to appear on your profile. You can e ther approve each post individually or approve all posts by your fr ends. If you approve a post and later change your mind, you can remove it from your profile.

- To make it easier for your friends to find you, we allow anyone with your contact informat on (such as your email address or mobile number), to find you through Facebook search, as well as other tools we provide, such as contact importers.
- If you share your contact information (such as your email address or mobile number) with your friends, they may be able to use third party applications to sync that information with other address books, including ones on their mobile phones.
- Some things (like your name and profile picture) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

What your friends share about you

Tags

A tag is a link to your profile. For example, if you are tagged in a post (such as a photo or a status update), that post will contain a link to your profile. If someone clicks on the link, they will see your public information and anything else you let them see.

Anyone can tag you in anything. Once you are tagged in a post, you and your friends will be able to see it. For example, your friends may be able to see the post in their News Feed or when they search for you. It may also appear on your profile.

You can choose whether a post you've been tagged in appears on your profile. You can either approve each post indiv dually or approve all posts by your friends. If you approve a post and later change your mind, you can always remove it from your profile.

If you do not want someone to tag you in their posts, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.

If you are tagged in a private space (such as a message or a group) only the people who can see the private space can see the tag. Similarly, it you are tagged in a comment, only the people who can see the comment can see the tag.

Groups

Your friends can add you to the Groups they are in. You can always leave a Group, which will prevent others from adding you to it again.

About Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebr t es use Pages to talk about their latest projects. And communities use pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, informat on you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment can be used by the Page owner off of Facebook, and anyone can see t.

When you "like" a Page, you create a connection to that Page. That connection is added to your profile and your friends may see it in their News Feeds. You may also receive updates from the Page in your News Feed and your messages. You can remove the Pages you've "liked" from your profile.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect informat on about you, just like any website.

III. Sharing with other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off of Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of Facebook, so you should always make sure

to read their terms of service and privacy policies.

Controlling what information you share with applications

When you go to a game or application, or connect with a website using Facebook Platform, we give the game, application, or website (sometimes referred to as just "Applications" or "Apps") your User ID, as well your friends' User IDs (or your friend list).

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your public information. This includes the information you choose to make public, as well as information that is always publicly available. If the application needs additional information, it will have to ask you for specific permission.

The "Apps you use" setting lets you control the applications you use. You can see the permiss ons you have given these applications, as well as the last time an application accessed your information. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or websites through Facebook.

- Applications also get your age range, locale, and gender when you and your friends visit them. Age range (e.g., 18-21) lets applications provide you with age-appropriate content. Locale (e.g., en-US) lets applications know what language you speak. Gender lets applications refer to you correctly. If you do not want applications to receive this information about you, you can turn off all Facebook applications using your Privacy Settings.
- Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device (such as your public information). If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.
- 🕊 Instant Personalization sites receive your User ID and friend list when you visit them.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be re-shared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applicat ons, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those application more personalized and social. For example, one of your fr ends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her fr ends is also using it. Your friend might also want to share the music you "like" on Facebook. If you have made that information public, then the application can access t just like anyone else. But if you've shared your likes with just your friends, the application could ask your friend for permiss on to share them.

You can control most of the information other people can share with applications from the "Apps and Websites" settings page. But these controls do not let you limit access to your public informat on and friend list.

If you want to completely block applications from getting your information, you will need to turn off all Platform applications. This means that you will no longer be able to use any games, applications or websites.

If an application asks permission from someone else to access your information, the application will be allowed to use that information only in connection with the person that gave the permiss on and no one else.

Logging in to another site using Facebook

Facebook Platform also lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the s te your User ID, but we do not share your email address or password with that website.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an "email hash", which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are encrypted so no email addresses are actually shared between Facebook and the website.

How it works

The webs te sends over an encrypted version of your email address, and we match it with a database of email addresses that we have also encrypted. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other webs tes can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper's website, then that website can access your comment (along w th your User ID) just like everyone else.

🕊 Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.

We receive data when you visit a site with a social plugin. We keep this data for 90 days. After that, we remove your name or any other personally identifying information from the data, or combine it with other people's data in a way that it is no longer associated with you.

About instant personalization

Instant personalization is a way for Facebook to help partner sites (such as Bing and Rotten Tomatoes) create a more personalized and social experience than a social plugin can offer. When you visit a site using instant personalization, it will know some information about you and your friends the moment you arrive. This is because instant personalization s tes can access your User ID, your friend list, and your public information.

The first time you visit an instant personalizat on site, you will see a notification letting you know that the site has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site. If you do that, that site is required to delete all of the information about you treceived from Facebook. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you dec de that you do not want to experience instant personalization for all partner sites, you can disable instant personalizat on from the "Apps and Websites" settings page.

If you turn off instant personalization, partner sites will not be able to access your public information, even when your fr ends visit those sites.

If you turn off an instant personalizat on site after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete your data. But the site is contractually required to delete your data if you ask it to.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete your data if you turn off instant personalization when you first visit the site. It also prevents the partner from accessing any information about you until your or your

friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case the email addresses are encrypted so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit an instant personalization site, we provide the site with your User ID and your friend list (as well as your age range, locale, and gender). The site can then connect your account on that s te with your friends' accounts to make the site instantly social. The s te can also access public information associated with any of the User IDs treceives, which t can use to make the site instantly personalized. For example, if the site is a music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access you or your friends' music interests if they are public. If the site wants any additional information, it will have to get your specific permission.

Public search engines

Your Public Search setting controls whether people who enter your name on a public search engine may see your public profile (including in sponsored results). You can find your Public Search setting on the "Apps and Websites" settings page. You can preview your public profile at: http://www.facebook.com/[Your Username or UserID]?p

- 🅊 This setting does not apply to search engines that access your information as an application using Facebook Platform.
- If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your profile. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at: https://www.facebook.com/help/?faq=13323

IV. How Advertising Works

Personalized ads

We do not share any of your information with advertisers (unless, of course, you give us permiss on).

When an advertiser creates an ad on Facebook, they are given the opportunity to choose their audience by location, demographics, likes, keywords, and any other information we receive or can tell about you and other users. For example, an advertiser can choose to target 18 to 35 year-old women who live in the United States and like basketball.

Try this tool yourself to see one of the ways advertisers target ads and what information they see at: https://www.facebook.com/ads/create/

If the advertiser chooses to run the ad (also known as placing the order), we serve the ad to people who meet the criteria the advertiser selected, but we do not tell the advertiser who any of those people are. So, for example, if a person clicks on the ad, the advertiser might infer that the person is an 18-to-35-year-old woman who lives in the US and likes basketball. But we would not tell the advertiser who that person is.

After the ad runs, we provide advertisers with reports on how their ads performed. For example we give advertisers reports telling them how many users saw or clicked on their ads.

But these reports are anonymous. We do not tell advertisers who saw or clicked on their ads.

- 🕊 Advertisers sometimes place cookies on your computer in order to make their ads more effective. Learn more at: http://www.networkadvertising.org/managing/opt_out.asp
- Sometimes we allow advertisers to target a category of user, like a "moviegoer" or a "sci-fi fan." We do this by bundling characteristics that we believe are related to the category. For example, if a person "likes" the "Star Trek" Page and mentions "Star Wars" when they check into a movie theater, we may conclude that this person is likely to be a sci-fi fan.

Ads + social context

Facebook Ads are sometimes paired with social act ons your fr ends have taken. For example, an ad for a sushi restaurant may be paired with a news story that one of your friends likes that restaurant's Facebook page.

This is the same type of news story that could show up in your News Feed, only we place it next to a paid advertisement to make that ad more relevant and interesting.

When you show up in one of these news stories, we will only pair it with ads shown to your friends. If you do not want to appear in stories paired with Facebook Ads, you can opt out using your "Edit social ads" setting.

- Learn what happens when you click "Like" on an advertisement or an advertiser's Facebook Page at: https://www.facebook.com/help/?faq=19399
- We may serve ads with social context (or serve just social context) on other sites. These work just like the ads we serve on Facebook the advertisers do not receive any of your information.
- We sometimes allow businesses or anyone else to sponsor stories like the ones that show up in your News Feed, subject to the audience set for that story. While these are sponsored, they are different from ads because they don't contain a message from the person that sponsored them. Your fr ends will see these stories even if you have opted out of the "Show my social actions in Facebook Ads" setting
- 🕊 Your "Show my social actions in Facebook Ads" setting does not control ads about Facebook's services and features.
- 🕊 Games, applications and websites can serve ads directly to you if they have your User ID.

Sponsored stories

Many of the things you do on Facebook (like "liking" a Page) are posted to your Wall and shared in News Feed. But there's a lot to read in News Feed. That's why we allow people to "sponsor" your stories to make sure your friends see them. For example, if you RSVP to an event hosted by a local restaurant, that restaurant may want to make sure your friends see it so they can come too. If they do sponsor a story, that story will appear in the same place ads usually do under the heading "Sponsored Stories" or something similar. Only people that could originally see the story can see the sponsored story, and no personal information about you (or your friends) is shared with the sponsor.

Featured content

We like to tell you about some of the features your friends use on Facebook to help you have a better exper ence. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

V. Minors and safety

We take safety issues very seriously, especially with children, and we encourage parents to teach their children about safe internet practices. To learn more, vis t our Safety Center.

To protect minors, we may put special safeguards in place (such as placing restrictions on the ability of adults to share and connect with them), recognizing this may provide minors a more limited experience on Facebook.

VI. Some other things you need to know

Safe harbor

Facebook complies with the EU Safe Harbor framework as set forth by the Department of Commerce regarding the collection, use, and retent on of data from the European Union. As part of our participation in the Safe Harbor, we agree to resolve all disputes you have with us in connection with our policies and practices through TRUSTe. To view our certification,

Responding to legal requests and preventing harm

We may share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good fath belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdict on, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves and you from violations of our Statement of Rights and Responsibil ties; and to prevent death or imminent bodily harm.

Access requests

We provide initial responses to access requests within a reasonable period of time, typically within thirty days. You can also download a copy of everything you've put into Facebook by visiting your "Account Settings" and clicking on "Download a copy of your Facebook data".

Notifications and Other Messages

We may send you notificat ons and other messages using the contact information we have for you, like your email address. You can control most of the notificat ons you receive, including ones from Pages you like and applications you use, using your "Notifications" settings.

Friend finder

We offer tools to help you upload your fr ends' contact information so that you can find your fr ends on Facebook, and invite friends who do not use Facebook to join. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php

If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and up to two reminders. We may also include names and pictures of other people your friend might know on Facebook. The invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account we keep the profile on Facebook, but only let fr ends and family look at pictures or write on the user's Wall in remembrance. You can report a deceased person's profile at: https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request from the person's next of kin.

Cookies

Cook es are small p eces of data that we store on your computer, mobile phone or other device to make Facebook easier to use, make our advertising better, and to protect you (and Facebook). For example, we may use them to know you are logged in to Facebook, to help you use social plugins and share buttons, or to know when you are interacting with our advertising or Platform partners. We may also ask advertisers to serve ads to computers, mobile phones or other devices with a cookie placed by Facebook (although we would not share any other information with that advertiser). Most companies on the web use cookies (or similar technological methods), including our advertising and Platform partners. You can always remove or block cook es (such as by using the settings in your browser), but it may affect your ability to use Facebook. Learn more at: https://www.facebook.com/help/? page=176591669064814

Service Providers

We give your informat on to the people and companies that help us provide the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this privacy policy.

Security

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the Facebook Security Page.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this privacy policy.

Notice of Changes

If we make changes to this Privacy Policy we will notify you by publicat on here and on the Facebook Site Governance Page. If the changes are material, we will provide you add t onal, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the Facebook S te Governance Page.

Opportunity to comment and vote

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. If we receive more than 7000 comments concerning a particular change, we will put the change up for a vote. The vote will be binding on us if more than 30% of all active registered users as of the date of the notice vote.

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 $About \cdot Advertising \cdot Create \ a \ Page \cdot Developers \cdot Careers \cdot Privacy \cdot Terms \cdot Help$

433 ms

Chat (Offline)

Exhibit F

Data Use Policy

Date of Last Revision: June 8, 2012

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- How we use the information we receive
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Sharing and finding you on Facebook

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How advertising and Sponsored Stories work

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- Ads + social context
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1

Cookies, pixels and other similar technologies Some other things you need to know

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- **Registration information**: When you sign up for Facebook, you are required to provide your name, email address, birthday, and gender.
- **Information you choose to share**: Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's story.

It also includes the information you choose to share when you take an action, such as when you add a friend, like a Page or a website, add a place to your story, find friends using our contact importers, or indicate you are in a relationship.

Your name, profile pictures, cover photos, gender, networks, username and User ID are treated just like information you choose to make public.

Your birthday allows us to do things like show you age-appropriate content and advertisements.

Information others share about you

We receive information about you from your friends and others, such as when they upload your contact information, post a photo of you, tag you in a photo or status update, or at a location, or add you to a group.

When people use Facebook, they may store and share information about you and others that they have, such as when they upload and manage their invites and contacts.

Other information we receive about you

We also receive other types of information about you:

- We receive data about you whenever you interact with Facebook, such as when you look at another person's timeline, send or receive a message, search for a friend or a Page, click on, view or otherwise interact with things, use a Facebook mobile app, or purchase Facebook Credits or make other purchases through Facebook.
- When you post things like photos or videos on Facebook, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from the computer, mobile phone or other device you use to access Facebook, including when multiple users log in from the same device. This may include your IP address and other information about things like your internet service, location, the type (including identifiers) of browser you use, or the pages you visit. For example, we may get your GPS or other location information so we can tell you if any of your friends are nearby.
- We receive data whenever you visit a game, application, or website that uses <u>Facebook Platform</u> or visit a site with a Facebook feature (such as a <u>social plugin</u>), sometimes through <u>cookies</u>. This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better. For example, an advertiser may tell us information about you (like how you responded to an ad on Facebook or on another site) in order to measure the effectiveness of and improve the quality of ads.

We also put together data from the information we already have about you and your friends. For example, we may put together data about you to determine which friends we should show you in your News Feed or suggest you tag in the photos you post. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you that you might be interested in. We may also put together data about you to serve you ads that might be more relevant to you.

When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services, like keeping your last GPS coordinates to send you relevant notifications.

We only provide data to our advertising partners or customers after we have removed your name or any other personally identifying information from it, or have combined it with other people's data in a way that it is no longer associated with you.

Public information

When we use the phrase "public information" (which we sometimes refer to as "Everyone information"), we mean the information you choose to make public, as well as information that is always publicly available.

Information you choose to make public

Choosing to make your information public is exactly what it sounds like: **anyone**, including people off of Facebook, will be able to see it.

Choosing to make your information public also means that this information:

- can be associated with you (i.e., your name, profile pictures, cover photos, timeline, User ID, username, etc.) even off Facebook:
- can show up when someone does a search on Facebook or on a public search engine;
- will be accessible to the Facebook-integrated games, applications, and websites you and your friends use; and
- will be accessible to anyone who uses our APIs such as our Graph API.

Sometimes you will not be able to select an audience when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a <u>sharing icon</u>, the information will be publicly available.

When others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of information listed below are always publicly available, and are treated just like information you decided to make public.

- Name: This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always <u>delete</u> your account.
- **Profile Pictures and Cover Photos**: These help your friends and family recognize you. If you are uncomfortable making any of these photos public, you can always delete it. Unless you delete them, when you add a new profile picture or cover photo, the previous photo will remain public in your profile picture or cover photo album.
- **Network**: This helps you see whom you will be sharing information with before you choose "Friends and Networks" as a custom audience. If you are uncomfortable making your network public, you can <u>leave the network</u>.
- **Gender**: This allows us to refer to you properly.
- **Username and User ID**: These allow you to give out a custom link to your timeline or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Usernames and User IDs

A Username (or Facebook URL) is a custom link to your timeline that you can give out to people or post on external websites. Usernames appear in the URL on your timeline. We also use your User ID to identify your Facebook account.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you've let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our <u>Graph API</u>. Specifically, they can access your public information, along with your age range, language and country.

If you do not want your information to be accessible to Platform applications, you can turn off all Platform applications from your Privacy Settings. If you turn off Platform you will no longer be able to use any games or other applications until you turn Platform back on. For more information about the information that apps receive when you visit them, see Other websites and applications.

If you want to see information available about you through our Graph API, just type

https://graph.facebook.com/[User ID or Username]?metadata=1 into your browser.

Your Facebook email address includes your public username like so: username@facebook.com. You can control who can start a message thread with you using your "How You Connect" settings. If they include others on that message, the others can reply too.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, our partners, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, we may use the information we receive about you:

- as part of our efforts to keep Facebook products, services and integrations safe and secure;
- to protect Facebook's or others' rights or property;
- to provide you with location features and services, like telling you and your friends when something is going on nearby;
- to measure or understand the effectiveness of ads you and others see, including to deliver relevant ads to you;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it; and
- for internal operations, including troubleshooting, data analysis, testing, research and service improvement.

Granting us this permission not only allows us to provide Facebook as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name or any other personally identifying information from it.

Of course, for <u>information others share about you</u>, they control how it is shared.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Typically, information associated with your account will be kept until your account is deleted. For certain categories of data, we may also tell you about specific data retention practices.

We are able to suggest that your friend tag you in a picture by scanning and comparing your friend's pictures to information we've put together from the other photos you've been tagged in. This allows us to make these suggestions. You can control whether we suggest that another user tag you in a photo using the "How Tags work" settings. Learn more at: https://www.facebook.com/help/tag-suggestions

Deleting and deactivating your account

If you want to stop using your account, you can either **deactivate** or **delete** it.

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your timeline, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at: https://www.facebook.com/editaccount.php

Your friends will still see you listed in their list of friends while your account is deactivated.

Deletion

When you delete an account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at:

https://www.facebook.com/help/contact.php?show_form=delete_account

Learn more at: https://www.facebook.com/help/?faq=356107851084108

Certain information is needed to provide you with services, so we only delete this information after you delete your account. Some of the things you do on Facebook aren't stored in your account, like posting to a group or sending someone a message (where your friend may still have a message you sent, even after you delete your account). That information remains after you delete your account.

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide your story from specific people.

If you tag someone, that person and their friends can see your story no matter what audience you selected. The same is true when you approve a tag someone else adds to your story.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on Facebook can be copied or re-shared by anyone who can see it.

Although you choose with whom you share, there may be ways for others to determine information about you. For example, if you hide your birthday so no one can see it on your timeline, but friends post "happy birthday!" on your timeline, people may determine your birthday.

When you comment on or "like" someone else's story, or write on their timeline, that person gets to select the audience. For example, if a friend posts a Public story and you comment on it, your comment will be Public. Often, you can see the audience someone selected for their story before you post a comment; however, the person who posted the story may later change their audience.

You can control who can see the Facebook Pages you've "liked" by visiting your timeline, clicking on the Likes box on your timeline, and then clicking "Edit."

Sometimes you will not see a sharing icon when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of stories are always public stories. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Control over your timeline

Whenever you add things to your timeline you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.

Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.

Choose this icon if you want to share with your Facebook **Friends**.

Choose this icon if you want to **Customize** your audience. You can also use this to hide the item on your timeline from specific people.

When you select an audience for your friend list, you are only controlling who can see the entire list of your friends on your timeline. We call this a timeline visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends' timelines or in searches). For example, if you select "Only Me" as the audience for your friend list, but your friend sets her friend list to "Public," anyone will be able to see your connection on your friend's timeline.

Similarly, if you choose to hide your gender, it only hides it on your timeline. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a story (such as a photo, status update or check-in), you can choose whether you want that story to appear on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can remove it from your timeline.

People on Facebook may be able to see mutual friends, even if they cannot see your entire list of friends. Some things (like your name, profile pictures and cover photos) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Finding you on Facebook

To make it easier for your friends to find you, we allow anyone with your contact information (such as email address or telephone number) to find you through the Facebook search bar at the top of most pages, as well as other tools we provide, such as contact importers - even if you have not shared your contact information with them on Facebook.

You can choose who can look up your timeline using the email address or telephone number you added to your timeline through your privacy settings. But remember, if you choose Friends, only your current Facebook friends will be able to find you this way.

Your "How You Connect" settings do not control whether people can find you or a link to your timeline when they search for content they have permission to see, like a photo or other story you've been tagged in.

Access on phones and other devices

Once you share information with your friends and others, they may be able to sync it with or access it via their mobile phones and other devices. For example, if you share a photo on Facebook, someone viewing that photo could save it using Facebook tools or by other methods offered by their device or browser. Similarly, if you share your contact information with someone or invite someone to an event, they may be able to use Facebook or third party applications or devices to sync that information. Or, if one of your friends has a Facebook application on one of their devices, your

information (such as the things you post or photos you share) may be stored on or accessed by their device.

You should only share information with people you trust because they will be able to save it or re-share it with others, including when they sync the information to a device.

Activity log

Your activity log is a place where you can go to view most of your information on Facebook, including things you've hidden from your timeline. You can use this log to manage your content. For example, you can do things like delete stories, change the audience of your stories or stop an application from publishing to your timeline on your behalf.

When you hide something from your timeline, you are not deleting it. This means that the story may be visible elsewhere, like in your friends' News Feed. If you want to delete a story you posted, choose the delete option.

What your friends share about you

Links and Tags

Anyone can add a link to a story. Links are references to something on the Internet; anything from a website to a Page or timeline on Facebook. For example, if you are writing a story, you might include a link to a blog you are referencing or a link to the blogger's Facebook timeline. If someone clicks on a link to another person's timeline, they'll only see the things that they are allowed to see.

A tag is a special type of link to someone's timeline that suggests that the tagged person add your story to their timeline. In cases where the tagged person isn't included in the audience of the story, it will add them so they can see it. Anyone can tag you in anything. Once you are tagged, you and your friends will be able to see it (such as in News Feed or in search).

You can choose whether a story you've been tagged in appears on your timeline. You can either approve each story individually or approve all stories by your friends. If you approve a story and later change your mind, you can always remove it from your timeline.

If you do not want someone to tag you, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.

If you are tagged in a private space (such as a message or a group) only the people who can see the private space can see the tag. Similarly, it you are tagged in a comment, only the people who can see the comment can see the tag.

Groups

Once you are in a Group, anyone in that Group can add you to a subgroup. When someone adds you to a Group, you will be listed as "invited" until you visit the Group. You can always leave a Group, which will prevent others from adding you to it again.

About Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebrities use Pages to talk about their latest projects. And communities use pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, information you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment may be used by the Page owner off Facebook, and anyone can see it.

When you "like" a Page, you create a connection to that Page. The connection is added to your timeline and your friends may see it in their News Feeds. You may be contacted by or receive updates from the Page, such as in your News Feed and your messages. You can remove the Pages you've "liked" through your timeline or on the Page.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect information about you, just like any website.

Page administrators may have access to insights data, which will tell them generally about the people that visit their Page (as opposed to information about specific people). They may also know when you've made a connection to their Page because you've liked their Page or posted a comment.

III. Other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off of Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of Facebook, so you should always make sure to read their terms of service and privacy policies.

Controlling what information you share with applications

When you connect with a game, application or website - such as by going to a game, logging in to a website using your Facebook account, or adding an app to your timeline - we give the game, application, or website (sometimes referred to as just "Applications" or "Apps") your basic info, which includes your User ID, as well your friends' User IDs (or your friend list) and your public information.

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your basic info, which includes your <u>public information</u> and friend list. This includes the information you choose to make public, as well as information that is always publicly available. If the application needs additional information, such as your stories, photos or likes, it will have to ask you for specific permission.

The "Apps you use" setting lets you control the applications you use. You can see the permissions you have given these applications, the last time an application accessed your information, and the audience on Facebook for your timeline stories and activity the application posts on your behalf. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or websites through Facebook.

When you first visit an app, Facebook lets the app know your language, your country, and whether you are under 18, between 18-20, or 21 and over. Age range lets apps provide you with age-appropriate content. If you install the app, it can access, store and update the information you've shared. Apps you've installed can update their records of your basic info, age range, language and country. If you haven't used an app in a while, it won't be able to continue to update the additional information you've given them permission to access. Learn more at: https://www.facebook.com/help/how-apps-work

Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device. If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.

Sites and apps that use Instant Personalization receive your User ID and friend list when you visit them.

You always can remove apps you've installed by using your app settings at: https://www.facebook.com/settings/?
tab=applications. But remember, apps may still be able to access your information when the people you share with use them. And, if you've removed an application and want them to delete the information you've already shared with them,

you should contact the application and ask them to delete it. Visit the application's page on Facebook or their own website to learn more about the app.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be reshared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those applications more personalized and social. For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you "like" on Facebook. If you have made that information public, then the application can access it just like anyone else. But if you've shared your likes with just your friends, the application could ask your friend for permission to share them.

You can control most of the information other people can share with applications they use from the "Ads, Apps and Websites" settings page. But these controls do not let you limit access to your <u>public information</u> and friend list.

If you want to completely block applications from getting your information when your friends and others use them, you will need to turn off all Platform applications. This means that you will no longer be able to use any third-party Facebook-integrated games, applications or websites.

If an application asks permission from someone else to access your information, the application will be allowed to use that information only in connection with the person that gave the permission and no one else.

Logging in to another site using Facebook

Facebook Platform lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the site your User ID (just like when you connect with any other application), but we do not share your email address or password with that website through this process.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an "email hash", which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are hashed so no email addresses are actually shared between Facebook and the website.

How it works

The website sends over a hashed version of your email address, and we match it with a database of email addresses that we have also hashed. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other websites can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

Sometimes plugins act just like applications. You can spot one of these plugins because it will ask you for permission to access your information or to publish information back to Facebook. For example, if you use a registration plugin on a website, the plugin will ask your permission to share your basic info with the website to make it easier for you to register for the website. Similarly, if you use an Add To Timeline plugin, the plugin will ask your permission to publish stories about your activities on that website to Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper's website, then that website can access your comment (along with your User ID) just like everyone else.

If you post something using a social plugin and you do not see a sharing icon, you should assume that story is Public. For example, if you post a comment through a Facebook comment plugin on a site, your story is Public and everyone, including the website, can see your story.

Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.

We receive data when you visit a site with a social plugin. We keep this data for a maximum of 90 days. After that, we remove your name or any other personally identifying information from the data, or combine it with other people's data in a way that it is no longer associated with you. Learn more at: https://www.facebook.com/help/social-plugins

About instant personalization

Instant personalization is a way for Facebook to help partners (such as Bing and Rotten Tomatoes) on and off Facebook create a more personalized and social experience for logged in users than a <u>social plugin</u> can offer. When you visit a site or app using instant personalization, it will know some information about you and your friends the moment you arrive. This is because sites and apps using instant personalization can access your User ID, your friend list, and your <u>public information</u>.

The first time you visit a site or app using instant personalization, you will see a notification letting you know that the site or app has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site or app. If you do that, that site or app is required to delete all of the information about you it received from Facebook as part of the instant personalization program. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you decide that you do not want to experience instant personalization for all partner sites and apps, you can disable instant personalization from the "Ads, Apps and Websites" settings page.

If you turn off instant personalization, partner third party sites and apps will not be able to access your public information, even when your friends visit those sites.

If you turn off an instant personalization site or app after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete your data received through Facebook. But the site is contractually required to delete your data if you ask it to.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete your data if you turn off instant personalization when you first visit the site or app. It also prevents the partner from accessing any information about you until you or your friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case the email addresses are hashed so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit a site or app using instant personalization, we provide the site or app with your User ID and your friend list (as well as your age range, locale, and gender). The site or app can then connect your account with that partner with your friends' accounts to make the site or app instantly social. The site can also access public information associated with any of the User IDs it receives, which it can use to make them instantly personalized. For example, if the site is a

music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access your or your friends' music interests if they are public. If the site or app wants any additional information, it will have to get your specific permission.

Public search engines

Your public search setting controls whether people who enter your name on a public search engine may see your public timeline (including in sponsored results). You can find your public search setting on the "Ads, Apps and Websites" settings page.

This setting does not apply to search engines that access your information as an application using Facebook Platform. If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your timeline. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at: https://www.facebook.com/help/?faq=13323

IV. How advertising and Sponsored Stories work

Personalized ads

We do not share any of <u>your information</u> with advertisers (unless, of course, you give us permission). As described in this policy, we may share your information when we have removed from it anything that personally identifies you or combined it with other information so that it no longer personally identifies you.

We use the <u>information we receive</u> to deliver ads and to make them more relevant to you. This includes all of the things you share and do on Facebook, such as the Pages you like or key words from your stories, and the things we infer from your use of Facebook. Learn more at: https://www.facebook.com/help/?page=226611954016283

When an advertiser creates an ad, they are given the opportunity to choose their audience by location, demographics, likes, keywords, and any other information we receive or can tell about you and other users. For example, an advertiser can choose to target 18 to 35 year-old women who live in the United States and like basketball. An advertiser could also choose to target certain topics or keywords, like "music" or even people who like a particular song or artist.

Try this tool yourself to see one of the ways advertisers target ads and what information they see at: https://www.facebook.com/ads/create/

If the advertiser chooses to run the ad (also known as placing the order), we serve the ad to people who meet the criteria the advertiser selected, but we do not tell the advertiser who any of those people are. So, for example, if a person views or otherwise interacts with the ad, the advertiser might infer that the person is an 18-to-35-year-old woman who lives in the U.S. and likes basketball. But we would not tell the advertiser who that person is.

After the ad runs, we provide advertisers with reports on how their ads performed. For example we give advertisers reports telling them how many users saw or clicked on their ads. But these reports are anonymous. We do not tell advertisers who saw or clicked on their ads.

Advertisers sometimes place cookies on your computer in order to make their ads more effective. Learn more about cookies, pixels and other system technologies.

Sometimes we allow advertisers to target a category of user, like a "moviegoer" or a "sci-fi fan." We do this by bundling characteristics that we believe are related to the category. For example, if a person "likes" the "Star Trek" Page and mentions "Star Wars" when they check into a movie theater, we may conclude that this person is likely to be a sci-fi fan. Advertisers of sci-fi movies, for example, could ask us to target "sci-fi fans" and we would target that group, which may include you. Or if you "like" Pages that are car-related and mention a particular car brand in a post, we might put you in the "potential car buyer" category and let a car brand target to that group, which would include you.

Ads + social context

Facebook Ads are sometimes paired with social actions your friends have taken. For example, an ad for a sushi restaurant may be paired with a news story that one of your friends likes that restaurant's Facebook page.

This is the same type of news story that could show up in your News Feed, only we place it next to a paid advertisement to make that ad more relevant and interesting.

When you show up in one of these news stories, we will only pair it with ads shown to your friends. If you do not want to appear in stories paired with Facebook Ads, you can opt out using your "Edit social ads" setting.

Learn what happens when you click "Like" on an advertisement or an advertiser's Facebook Page at: https://www.facebook.com/help/?faq=19399

We may serve ads, including those with social context (or serve just social context), on other sites. These work just like the ads we serve on Facebook - the advertisers do not receive any of your information. Only people that could see the Facebook action (like on your timeline) would see it paired in this way.

Your "Show my social actions in Facebook Ads" setting only controls ads with social context. It does not control Sponsored Stories, ads or information about Facebook's services and features, or other Facebook content. Games, applications and websites can serve ads directly to you or help us serve ads to you or others if they have information like your User ID or email address.

Sponsored stories

Many of the things you do on Facebook (like "liking" a Page) are posted to your timeline and shared in News Feed. But there's a lot to read in News Feed. That's why we allow people to "sponsor" your stories to make sure your friends see them. For example, if you RSVP to an event hosted by a local restaurant, that restaurant may want to make sure your friends see it so they can come too.

If they do sponsor a story, that story will appear in the same place ads usually do or in your News Feed under the heading "Sponsored" or something similar. Only people that could originally see the story can see the sponsored story, and no personal information about you (or your friends) is shared with the sponsor.

Your "Show my social actions in Facebook Ads" setting only controls ads with social context. It does not control Sponsored Stories, ads or information about Facebook's services and features, or other <u>Facebook content</u>.

Facebook content

We like to tell you about some of the features and tools your friends and others use on Facebook, to help you have a better experience. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

Your "Show my social actions in Facebook Ads" setting only controls ads with social context. It does not control **Sponsored Stories**, ads or information about Facebook's services and features, or other Facebook content.

V. Cookies, pixels and other similar technologies

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on webpages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies.

We use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) to provide and understand a range of products and services. Learn more at: https://www.facebook.com/help/cookies

We use these technologies to do things like:

- make Facebook easier or faster to use;
- enable features and store information about you (including on your device or in your browser cache) and your use of Facebook:
- deliver, understand and improve advertising;
- monitor and understand the use of our products and services; and
- to protect you, others and Facebook.

For example, we may use them to know you are logged in to Facebook, to help you use social plugins and share buttons, or to know when you are interacting with our advertising or Platform partners.

We may ask advertisers or other partners to serve ads or services to computers, mobile phones or other devices, which may use a cookie, pixel or other similar technology placed by Facebook or the third party (although we would not share any other information that identifies you with an advertiser).

Most companies on the web use cookies (or other similar technological tools), including our advertising and Platform partners. For example, our Platform partners, advertisers or Page administrators may use cookies or similar technologies when you access their apps, ads, Pages or other content.

Cookies and things like local storage help make Facebook work, like allowing pages to load faster because certain content is stored on your browser or by helping us authenticate you to deliver personalized content.

To learn more about how advertisers generally use cookies and the choices advertisers provide, visit the Network Advertising Initiative at http://www.networkadvertising.org/managing/opt_out.asp, the Digital Advertising Alliance at http://www.aboutads.info/, the Internet Advertising Bureau (US) at http://www.iab.net or the Internet Advertising Bureau (EU) at http://youronlinechoices.eu/.

You can remove or block cookies or other similar technologies or block or remove other data stored on your computer or device (such as by using the various settings in your browser), but it may affect your ability to use Facebook or other websites and apps.

VI. Some other things you need to know

Safe harbor

Facebook complies with the EU Safe Harbor framework as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website at: https://safeharbor.export.gov/list.aspx. As part of our participation in the Safe Harbor program, we agree to resolve disputes you have with us in connection with our policies and practices through TRUSTe. If you would like to contact TRUSTe, visit: https://feedback-form.truste.com/watchdog/request

Contact us with questions or disputes

If you have questions or complaints regarding our Data Use Policy or practices, please contact us by mail at 1601 Willow Road, Menlo Park, CA 94025 if you reside in the U.S. or Canada, or at Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland if you live outside the U.S. or Canada. Anyone may also contact us through this help page: https://www.facebook.com/help/contact_us.php?id=173545232710000

Responding to legal requests and preventing harm

We may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; and to prevent death or imminent bodily harm. Information we receive about you, including financial transaction data related to purchases made with Facebook Credits, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.

Access requests

You can access and correct most of your personal data stored by Facebook by logging into your account and viewing your timeline and activity log. You can also download a copy of your personal data by visiting your "Account Settings", clicking on "Download a copy of your Facebook data" and then clicking on the link for your expanded archive. Learn more at: https://www.facebook.com/help/?faq=226281544049399

Notifications and Other Messages

We may send you notifications and other messages using the contact information we have for you, like your email address. You can control most of the notifications you receive, including ones from Pages you like and applications you use, using your "Notifications" settings.

Friend finder

We offer tools to help you upload your friends' contact information so that you and others can find friends on Facebook, and invite friends who do not use Facebook to join. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php

If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and up to two reminders. We may also include names and pictures of other people your friend might know on Facebook. The invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account, we keep the timeline on Facebook, but limit access and some features. You can report a deceased person's timeline at: https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request that satisfies certain criteria.

Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this Data Use Policy.

Security and bugs

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the <u>Facebook Security Page</u>. We try to keep Facebook up, bug-free and safe, but can't make guarantees about any part of our services or products.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this Data Use Policy.

Notice of Changes

If we make changes to this Data Use Policy we will notify you by publication here and on the <u>Facebook Site</u> <u>Governance Page</u>. If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the <u>Facebook Site Governance Page</u>.

Opportunity to comment and vote

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. If we receive more than 7000 comments concerning a particular change, we will put the change up for a vote. The vote will be binding on us if more than 30% of all active

registered users as of the date of the notice vote.

Information for users outside of the United States and Canada

Company Information: The website under www.facebook.com and the services on these pages are being offered to users outside of the U.S. and Canada by Facebook Ireland Ltd., Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland. The company Facebook Ireland Ltd. has been established and registered in Ireland as a private limited company, Company Number: 462932, and is the data controller responsible for your personal information. Directors: Cipora Herman (American), Theodore Ullyot (American).

Your California privacy rights

California law permits residents of California to request certain details about what personal information a company shares with third parties for the third parties' direct marketing purposes. Facebook does not share your information with third parties for the third parties' own and independent direct marketing purposes unless we receive your permission. Learn more about the <u>information we receive and how it is used</u> and <u>other websites and applications</u>. If you have questions about our sharing practices or your rights under California law, please write us at 1601 Willow Road, Menlo Park, CA 94025 or contact us through this help page: https://www.facebook.com/help/contact_us.php? id=173545232710000