

Return Date: No return date scheduled
Hearing Date: 5/7/2019 9:30 AM - 9:30 AM
Courtroom Number:
Location:

FILED
4/19/2019 3:29 PM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2018ch03868

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS,
Plaintiff,

v.

FACEBOOK, INC., SCL GROUP LIMITED,
and CAMBRIDGE ANALYTICA LLC,
Defendants.

4761344
CIVIL ACTION NO.: 2018 CH 03868

**MEMORANDUM IN SUPPORT OF MOTION BY DEFENDANT FACEBOOK, INC. TO
DISMISS OR, IN THE ALTERNATIVE, STAY PROCEEDINGS**

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

TABLE OF CONTENTS

I. INTRODUCTION..... 1

II. BACKGROUND..... 1

III. LEGAL STANDARD 3

IV. ARGUMENT 4

 A. The Complaint Must Be Dismissed Pursuant To 735 ILCS 5/2-301 And 2-615
 Because Facebook Is Not Subject To Personal Jurisdiction In This Court..... 4

 1. Facebook Is Not Subject To General Personal Jurisdiction In Illinois..... 4

 2. Facebook Is Not Subject To Specific Personal Jurisdiction In Illinois For
 The Claims Pled In Plaintiff’s Complaint..... 4

 B. Plaintiff’s Misrepresentation Claim Fails Under 735 ILCS 5/2-615 and 2-619 7

 1. Plaintiff’s Misrepresentation Claim Fails Under 735 ILCS 5/2-615
 Because It Does Not Allege Scierter Or Attach Or Describe Facebook’s
 User Agreements..... 7

 2. The Complaint Fails Under 735 ILCS 5/2-619 Because The User
 Agreements Disclosed Each Of The Complained-Of Practices 9

 3. The Omission Claim Must Be Dismissed Under 735 ILCS 5/2-615
 Because Facebook Did Not Fail To Inform Users Of The Cambridge
 Analytica Events 11

 C. Alternatively, The Court Should Dismiss Or Stay This Case Under 735 ILCS
 5/2-619 13

V. CONCLUSION 14

TABLE OF AUTHORITIES

	<u>Page(s)</u>
Cases	
<i>Advanced Tactical Ordnance Sys., LLC v. Real Action Paintball, Inc.</i> , 751 F.3d 796 (7th Cir. 2014)	7
<i>AFI Holdings of Ill., Inc. v. Nat’l Broad. Co.</i> , 239 F. Supp. 3d 1097 (N.D. Ill. 2017)	7
<i>Aliano v. Ferriss</i> , 2013 IL App (1st) 120242.....	11
<i>Alqaq v. CitiMortgage, Inc.</i> , 2014 U.S. Dist. LEXIS 59366 (N.D. Ill. Apr. 29, 2014)	8
<i>Aspen Am. Ins. Co. v. Interstate Warehousing, Inc.</i> , 2017 IL 121281	4
<i>Bolger v. Nautica Int’l, Inc.</i> , 369 Ill. App. 3d 947 (2d Dist. 2007).....	6
<i>Borowiec v. Gateway 2000, Inc.</i> , 209 Ill. 2d 376 (2004)	3
<i>Brook v. McCormley</i> , 873 F.3d 549 (7th Cir. 2017)	4
<i>Campbell v. Acme Insulations, Inc.</i> , 2018 IL App (1st) 173051.....	4
<i>Conn. Gen. Life Ins. Co. v. Sw. Surgery Ctr., LLC</i> , 349 F. Supp. 3d 718 (N.D. Ill. 2018)	11
<i>Connick v. Suzuki Motor Co.</i> , 174 Ill. 2d 482 (1996)	7, 9, 13
<i>Corley v. Vance</i> , 2019 U.S. Dist. LEXIS 51888 (S.D.N.Y. Mar. 27, 2019)	6
<i>Daimler AG v. Bauman</i> , 571 U.S. 117 (2014).....	3, 4, 5
<i>People ex rel. Dep’t of Pub. Aid v. Santos</i> , 92 Ill. 2d 120 (1982)	14

<i>DOD Techs. v. Mesirow Ins. Servs., Inc.</i> , 381 Ill. App. 3d 1042 (1st Dist. 2008)	13
<i>Elson v. State Farm Fire & Cas. Co.</i> , 295 Ill. App. 3d 1 (1st Dist. 1998)	8
<i>Georgalis v. Facebook, Inc.</i> , 324 F. Supp. 3d 955 (N.D. Ohio 2018).....	5
<i>Goldberg v. Miller</i> , 874 F. Supp. 874 (N.D. Ill. 1995)	6
<i>Gullen v. Facebook.com, Inc.</i> , 2016 U.S. Dist. LEXIS 6958 (N.D. Ill. Jan. 21, 2016)	5, 6
<i>People ex rel. Hartigan v. E & E Hauling, Inc.</i> , 153 Ill. 2d 473 (1992)	8
<i>Haywood v. Massage Envy Franchising, LLC</i> , 887 F.3d 329 (7th Cir. 2018)	11
<i>Ill. Tool Works, Inc. v. Commerce & Indus. Ins. Co.</i> , 2011 IL App (1st) 093084.....	3
<i>In re Jarquan B.</i> , 2017 IL 121483.....	12
<i>Katherine M. v. Ryder</i> , 254 Ill. App. 3d 479 (1st Dist. 1993)	14
<i>Kellerman v. MCI Telecomms. Corp.</i> , 112 Ill. 2d 428 (1986)	14
<i>Kitzes v. Home Depot, USA, Inc.</i> , 374 Ill. App. 3d 1053 (1st Dist. 2007)	13
<i>Kowal v. Westchester Wheels, Inc.</i> , 2017 IL App (1st) 152293.....	3
<i>Krause v. GE Capital Mortg. Serv., Inc.</i> , 314 Ill. App. 3d 376 (1st Dist. 2000)	9, 11
<i>People ex rel. Madigan v. United Constr. of Am., Inc.</i> , 2012 IL App (1st) 120308.....	7
<i>Madison Miracle Prods., LLC v. MGM Distribution Co.</i> , 2012 IL App (1st) 112334.....	4

<i>Mihalich v. Johnson & Johnson</i> , 2015 U.S. Dist. LEXIS 172075 (S.D. Ill. Dec. 28, 2015).....	9
<i>N. Grain Mktg., LLC v. Greving</i> , 743 F.3d 487 (7th Cir. 2014)	5
<i>Oliveira v. Amoco Oil Co.</i> , 201 Ill. 2d 134 (2002)	9
<i>In re Org. of Greater Algonquin Park Dist.</i> , 103 Ill. App. 3d 1056 (2d Dist. 1982).....	12
<i>People v. Nuccio</i> , 263 Ill. App. 3d 315 (2d Dist. 1994).....	12
<i>Phillips v. DePaul Univ.</i> , 2014 IL App (1st) 122817.....	11
<i>Pierson v. Nat’l Inst. for Labor Relations Research</i> , 2016 U.S. Dist. LEXIS 144002 (N.D. Ill. Oct. 17, 2016).....	6
<i>Poplar Grove State Bank v. Powers</i> , 218 Ill. App. 3d 509 (2d Dist. 1991).....	6
<i>RadLAX Gateway Hotel, LLC v. Amalgamated Bank</i> , 566 U.S. 639 (2012).....	12
<i>Ralls v. Facebook</i> , 221 F. Supp. 3d 1237 (W.D. Wash. 2016).....	5
<i>Rockford Mem’l Hosp. v. Havrilesko</i> , 368 Ill. App. 3d 122-23 (2d Dist. 2006)	8
<i>Sears Home Appliance Showrooms, LLC v. Charlotte Outlet Store, LLC</i> , 2018 U.S. Dist. LEXIS 104209 (N.D. Ill. June 21, 2018)	8
<i>Sherman v. Ryan</i> , 392 Ill. App. 3d 712 (1st Dist. 2009)	9
<i>Smith v. Facebook, Inc.</i> , 745 F. App’x 8 (9th Cir. 2018)	11
<i>Telemedicine Sols. LLC v. Woundright Techs., LLC</i> , 27 F. Supp. 3d 883 (N.D. Ill. 2014)	6
<i>Tower Commc’ns Expert, LLC v. TSC Constr., LLC</i> , 2018 U.S. Dist. LEXIS 185746 (N.D. Ill. Oct. 30, 2018).....	5

<i>uBID, Inc. v. GoDaddy Grp., Inc.</i> , 623 F.3d 421 (7th Cir. 2010)	7
<i>Walden v. Fiore</i> , 571 U.S. 277 (2014).....	6
<i>Walsh v. Barry–Harlem Corp.</i> , 272 Ill. App. 3d 418 (1st Dist. 1995)	12
<i>Web Specialties, Inc. v. Fitness Art Corp.</i> , 1994 U.S. Dist. LEXIS 8109 (N.D. Ill. June 17, 1994)	3, 5
<i>Wesly v. Nat’l Hemophilia Found.</i> , 2017 IL App (3d) 160382	4, 5
<i>Wiggen v. Wiggen</i> , 2011 IL App (2d) 100982	5
<i>World-Wide Volkswagen Corp. v. Woodson</i> , 444 U.S. 286 (1980).....	4
<i>Estate of Wrigley</i> , 104 Ill. App. 3d 1008 (1st Dist. 1982)	6
Statutes	
735 ILCS 5/2-606	4, 9
735 ILCS 5/2-619	4, 13
815 ILCS 505/2.....	7, 11
815 ILCS 505/2Z	12
815 ILCS 530/1.....	11
815 ILCS 530/5.....	13
815 ILCS 530/10.....	12
815 ILCS 530/20.....	12
Pub. Act. 94-36	12
Other Authorities	
C. Cadwalladr & E. Graham-Harrison, <i>Revealed: 50 Million Facebook Profiles Harvested for Cambridge Analytica in Major Data Breach</i> , The Guardian (Mar. 17, 2018)	2

H. Davies, *Ted Cruz Using Firm that Harvested Data on Millions of Unwitting Facebook Users*,
The Guardian (Dec. 11, 2015)2, 13

H. Grassegger & M. Krogerus, *The Data That Turned the World Upside Down*, Motherboard
(Jan. 28, 2017).....2

K. Leswing, *Ted Cruz’s Secret Weapon: Your Facebook Likes*, Fortune (Dec. 11, 2015)13

M. Rosenberg, et al., *How Trump Consultants Exploited the Facebook Data of Millions*, N.Y.
Times (Mar. 17, 2018)2

M. Schwartz, *Facebook Failed to Protect 30 Million Users From Having Their Data Harvested
By Trump Campaign Affiliate*, The Intercept (Mar. 30, 2017)2

S. Halpern, *How He Used Facebook to Win*, The New York Review of Books (June 8, 2017).....2

S. Kirchgaessner, *Cambridge Analytica Used Data from Facebook and Politico to Help Trump*,
The Guardian (Oct. 26, 2017)2

I. INTRODUCTION

Plaintiff's Complaint asks this Court to wade into important nationwide policy issues about how users share data on the internet, how companies can ensure consumers understand and utilize privacy settings, and how consumers can manage third-party access to data. These issues are being addressed in Congressional hearings, by regulatory inquiries, and in multi-district litigation in the Northern District of California. But this action, which seeks to craft a state-specific solution to these issues, cannot and should not proceed.

First, this Court lacks personal jurisdiction over Facebook. The unremarkable fact that some Illinois residents use Facebook is not sufficient to hale Facebook into this Court. Plaintiff does not allege any specific conduct by Facebook in Illinois, let alone conduct giving rise to the claims it asserts. If this Court were to exercise personal jurisdiction over Facebook here, then every state could claim jurisdiction over every internet company in every case. That is not the law, as courts in Illinois and elsewhere have made clear.

Second, Plaintiff's claim fails on the merits based on Plaintiff's own allegations and the plain language of the user agreements incorporated by reference. Although Plaintiff claims that Facebook intended to mislead consumers and allow Cambridge Analytica to acquire user data, it admits that Facebook was unaware of Cambridge Analytica's actions until after Cambridge Analytica already had acquired the data. And the user agreements that Plaintiff says misled consumers in fact disclosed each of the practices that Plaintiff challenges here. The Complaint also alleges that Facebook violated Illinois consumer protection laws by failing to inform consumers about Cambridge Analytica, but the obligation to inform users when third parties acquire user data is governed by a different statute, which Facebook is not alleged to have violated (and did not violate).

Finally, if the Court does not dismiss this case outright, it should dismiss or stay the case until the conclusion of the federal MDL addressing these same issues.

II. BACKGROUND

In March 2018, *The Guardian* and *The New York Times* reported that Cambridge Analytica—a data analytics company that had worked with the Trump campaign (and previously with the Ted

Cruz campaign)—had improperly obtained data regarding millions of Facebook users.¹ The articles said that Cambridge Analytica obtained this information from a developer named Aleksandr Kogan who, along with his company GSR, created an application called “thisisyourdigitallife” in 2013. Like other developers that offer apps integrated with Facebook’s platform, Kogan obtained data from users who authorized the app, and some limited data about those users’ friends—if those friends’ privacy and application settings allowed it. Then, in contravention of Facebook’s policies, Kogan sold this data to Cambridge Analytica. Cambridge Analytica allegedly used the information to develop a targeted ad campaign to serve political ads to Facebook users.

None of this was news in 2018; like the rest of the public, Facebook learned of Kogan’s and GSR’s misuse of Facebook on December 11, 2015, when *The Guardian* published an article reporting those events.² Following the 2015 article, Facebook immediately conducted an investigation that resulted in written certifications from Kogan and Cambridge Analytica that they had deleted the data. Compl. ¶ 39 n.27. Notably, the 2015 article reported the same essential allegations as the 2018 articles, with Cambridge Analytica allegedly misusing the data to serve ads in furtherance of the Cruz campaign. The only new information in 2018 was that Cambridge Analytica apparently had not complied with the certifications given following Facebook’s earlier investigation.³

¹ M. Rosenberg, et al., *How Trump Consultants Exploited the Facebook Data of Millions*, N.Y. Times (Mar. 17, 2018), <https://nyti.ms/2HH74vA>; C. Cadwalladr & E. Graham-Harrison, *Revealed: 50 Million Facebook Profiles Harvested for Cambridge Analytica in Major Data Breach*, *The Guardian* (Mar. 17, 2018), <https://bit.ly/2plU1sM>.

² H. Davies, *Ted Cruz Using Firm that Harvested Data on Millions of Unwitting Facebook Users*, *The Guardian* (Dec. 11, 2015), <https://bit.ly/2IHR0Ac>. Later articles reported on many of the same allegations. *E.g.*, M. Schwartz, *Facebook Failed to Protect 30 Million Users From Having Their Data Harvested By Trump Campaign Affiliate*, *The Intercept* (Mar. 30, 2017), <https://bit.ly/2oduMK7>; S. Kirchgaessner, *Cambridge Analytica Used Data from Facebook and Politico to Help Trump*, *The Guardian* (Oct. 26, 2017), <https://bit.ly/2iDmKsG>; S. Halpern, *How He Used Facebook to Win*, *The New York Review of Books* (June 8, 2017), <https://bit.ly/2QkmzP7>; H. Grassegger & M. Krogerus, *The Data That Turned the World Upside Down*, *Motherboard* (Jan. 28, 2017), <https://bit.ly/2ujkgUS>.

³ See Cadwalladr, *supra*.

In the wake of the March 2018 articles, more than 30 actions were filed across the country, including nationwide class actions and this action. Facebook removed this case to federal court, and it was consolidated into a federal multi-district litigation (MDL). The MDL court then remanded this action for lack of federal jurisdiction. The consolidated MDL complaint alleges that Facebook violated federal and state laws—including Illinois law—by disclosing user data without sufficient consent and by not protecting users from third parties. *See* First Am. Consol. Compl., *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-MD-2843-VC (N.D. Cal. Feb. 22, 2019), Dkt. 257.

Repeating these allegations, Plaintiff alleges that Facebook “represented to its users that their personal data would be protected in accordance with its user and developer agreements,” Compl. ¶ 79, that Facebook “permitted” third parties to collect user data “[d]espite” the user agreements, *id.* ¶ 80, and that Facebook “conceal[ed]” Cambridge Analytica’s misappropriation from users, *id.* ¶ 82. Plaintiff brings one count against Facebook under the Illinois Consumer Fraud Act (“ICFA”).

III. LEGAL STANDARD

A complaint must be dismissed where the Court lacks personal jurisdiction over the defendant. *See, e.g., Daimler AG v. Bauman*, 571 U.S. 117, 126-28 (2014). The plaintiff has the “burden to establish a *prima facie* basis to exercise personal jurisdiction over a nonresident defendant.” *Kowal v. Westchester Wheels, Inc.*, 2017 IL App (1st) 152293, ¶ 14. A plaintiff must plead facts establishing jurisdiction; “legal conclusions” are not enough. *Web Specialties, Inc. v. Fitness Art Corp.*, 1994 U.S. Dist. LEXIS 8109, at *3 (N.D. Ill. June 17, 1994).

A complaint must be dismissed under 735 ILCS 5/2-615 if “the allegations of the complaint” are not “sufficient to state a cause of action upon which relief can be granted.” *Borowiec v. Gateway 2000, Inc.*, 209 Ill. 2d 376, 382 (2004). The court “disregard[s] any conclusory allegations and surplusage.” *Ill. Tool Works, Inc. v. Commerce & Indus. Ins. Co.*, 2011 IL App (1st) 093084, ¶ 16. “If a claim or defense is founded upon a written instrument,” the plaintiff must attach the writings to the complaint or affirm “that the instrument is not accessible to him or her.” 735 ILCS 5/2-606. Under 735 ILCS 5/2-619(9), a party may move to dismiss based on information outside the

complaint where “the claim asserted against defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim.”

IV. ARGUMENT

A. **The Complaint Must Be Dismissed Pursuant To 735 ILCS 5/2-301 And 2-615 Because Facebook Is Not Subject To Personal Jurisdiction In This Court**

The Complaint alleges no facts suggesting any basis to exercise personal jurisdiction over Facebook, and this case must be dismissed for that reason alone. The Due Process Clause of the Fourteenth Amendment constrains a court’s exercise of personal jurisdiction over an out-of-state defendant. *Daimler*, 571 U.S. at 121-22. The personal jurisdiction requirement “allows potential defendants to structure their primary conduct with some minimum assurance as to where that conduct will and will not render them liable to suit.” *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980). Finding jurisdiction over Facebook here would violate due process.

1. **Facebook Is Not Subject To General Personal Jurisdiction In Illinois**

There are two forms of personal jurisdiction—general and specific. *Wesly v. Nat’l Hemophilia Found.*, 2017 IL App (3d) 160382, ¶ 16. An Illinois court may exercise general jurisdiction over a corporate defendant like Facebook only if the corporation is “incorporated or has its principal place of business in Illinois.” *Aspen Am. Ins. Co. v. Interstate Warehousing, Inc.*, 2017 IL 121281, ¶ 18. General jurisdiction is not at issue here because Facebook is not incorporated in Illinois and its principal place of business is not located here.

2. **Facebook Is Not Subject To Specific Personal Jurisdiction In Illinois For The Claims Pled In Plaintiff’s Complaint**

Personal jurisdiction must both be authorized by the Illinois long-arm statute and comport with due process. *Campbell v. Acme Insulations, Inc.*, 2018 IL App (1st) 173051, ¶ 11. Because the Illinois long-arm statute and federal due process standards overlap, *Madison Miracle Prods., LLC v. MGM Distribution Co.*, 2012 IL App (1st) 112334, ¶ 43, “the state statutory and federal constitutional requirements merge,” *Brook v. McCormley*, 873 F.3d 549, 552 (7th Cir. 2017). Under the federal Due Process Clause, specific jurisdiction requires, at the threshold, that the defendant have certain “minimum contacts” with the forum and that “the in-state activities of the corporate

defendant had not only been continuous and systematic, but also gave rise to the liabilities sued on.” *Daimler*, 571 U.S. at 126 (quotation marks and alterations omitted); see *Wiggen v. Wiggen*, 2011 IL App (2d) 100982, ¶ 29. Thus, “[s]pecific personal jurisdiction exists where (1) the defendant has purposefully directed his activities at residents of the forum and (2) the litigation results from alleged injuries that arise out of or relate to those activities.” *Wesly*, 2017 IL App (3d) 160382, ¶ 33.

Here, Plaintiff does not allege that Facebook had any minimum contacts of this sort with Illinois, much less that the causes of action alleged arise from any such contacts. Plaintiff alleges that Defendants “conduct business transactions in Illinois, have committed tortious acts in Illinois, and have transacted substantial business in Illinois that caused harm in Illinois,” Compl. ¶ 16, but those allegations “are legal conclusions, not facts.” *Web Specialties, Inc.*, 1994 U.S. Dist. LEXIS 8109, at *3 (complaint failed to “allege facts that would permit th[e] Court to conclude that the Defendant transacted business in Illinois so as to satisfy” the long-arm statute).

Plaintiff’s only factual allegation purportedly tying Facebook to Illinois is that Facebook users live in Illinois. See Compl. ¶¶ 71, 73. But that is insufficient—the fact that Facebook’s site “is accessible to Illinois residents does not confer specific jurisdiction over Facebook.” *Gullen v. Facebook.com, Inc.*, 2016 U.S. Dist. LEXIS 6958, at *7 (N.D. Ill. Jan. 21, 2016); accord *Georgalis v. Facebook, Inc.*, 324 F. Supp. 3d 955 (N.D. Ohio 2018); *Ralls v. Facebook*, 221 F. Supp. 3d 1237, 1244 (W.D. Wash. 2016). “Standing alone, the fact that Plaintiff suffered injury in Illinois ... is insufficient to demonstrate minimum contacts.” *Tower Commc’ns Expert, LLC v. TSC Constr., LLC*, 2018 U.S. Dist. LEXIS 185746, at *22 (N.D. Ill. Oct. 30, 2018). This limitation ensures that personal jurisdiction is based on purposeful acts of the defendant and not “on random, fortuitous, or attenuated contacts.” *N. Grain Mktg., LLC v. Greving*, 743 F.3d 487, 492-93 (7th Cir. 2014) (quotation marks omitted). Demonstrating this principle, a New York federal court recently dismissed claims against Facebook for lack of personal jurisdiction because, although Facebook maintained two offices in New York, none of the Plaintiff’s claims “ar[ose] out of in-state business activity,” but rather (like Plaintiff’s claims in this case) related to Facebook’s alleged “disclosure of his personal information,” which “almost certainly ... arise out of [Facebook’s] activity in California.” *Corley v. Vance*, 2019

U.S. Dist. LEXIS 51888, at *26 (S.D.N.Y. Mar. 27, 2019).

Indeed, Plaintiff does not allege that Facebook took *any* actions in or directed at Illinois that relate to its claim here. *See Walden v. Fiore*, 571 U.S. 277, 285 (2014) (specific jurisdiction analysis “looks to the defendant’s contacts with the forum State itself, not the defendant’s contacts with persons who reside there”). It does not allege that Facebook “target[ed] ... Illinois residents,” or that Facebook misrepresented or omitted certain facts only to Illinois residents. *Gullen*, 2016 U.S. Dist. LEXIS 6958, at *6-7. Although Plaintiff asserts without elaboration that Facebook conducts business in Illinois, it does not allege any specific relevant conduct that occurred within Illinois, *Estate of Wrigley*, 104 Ill. App. 3d 1008, 1019-20 (1st Dist. 1982), nor does it articulate any Facebook activities in Illinois from which the underlying claim allegedly arises. Facebook’s agreements with Illinois-based users are insufficient because “Illinois courts [do] not find that [defendants] transacted business in Illinois merely by entering into a contract involving an Illinois resident.” *Goldberg v. Miller*, 874 F. Supp. 874, 878 (N.D. Ill. 1995) (citing *Poplar Grove State Bank v. Powers*, 218 Ill. App. 3d 509, 519 (2d Dist. 1991)); *Pierson v. Nat’l Inst. for Labor Relations Research*, 2016 U.S. Dist. LEXIS 144002, at *25 (N.D. Ill. Oct. 17, 2016) (Illinois residents merely read defamatory article). In the end, the only connection that Plaintiff alleges between its cause of action and any Facebook activity in Illinois is that consumers happened to reside in the state when they used Facebook, not that Facebook “reach[ed] into Illinois and purposely avail[ed] itself of the benefits and protections of [Illinois] laws.” *Bolger v. Nautica Int’l, Inc.*, 369 Ill. App. 3d 947, 954 (2d Dist. 2007) (no personal jurisdiction even though “various pieces of communication were sent by both parties between Illinois and Florida”); *Telemedicine Sols. LLC v. Woundright Techs., LLC*, 27 F. Supp. 3d 883, 900 (N.D. Ill. 2014) (no personal jurisdiction because “[n]one of Defendant’s alleged contacts—its website, Facebook page, Twitter feed, and conference-based marketing efforts—was targeted or aimed at Illinois”). That is simply not enough.

Specific personal jurisdiction over internet companies is not created merely because their website is accessed by Illinois residents. “Having an ‘interactive website’ ... should not open a defendant up to personal jurisdiction in every spot on the planet where that interactive website is

accessible.” *Advanced Tactical Ordnance Sys., LLC v. Real Action Paintball, Inc.*, 751 F.3d 796, 803 (7th Cir. 2014). Courts have repeatedly rejected Plaintiff’s theory of personal jurisdiction, and this Court should do so as well. *See uBID, Inc. v. GoDaddy Grp., Inc.*, 623 F.3d 421, 431 & n.3 (7th Cir. 2010) (“[T]he mere fact that the defendant allegedly caused harm by conducting business or advertising over the Internet is not adequate....”). That is especially so because Plaintiff “does not allege that [Facebook’s] website is anything other than uniform nationwide.” *AFI Holdings of Ill., Inc. v. Nat’l Broad. Co.*, 239 F. Supp. 3d 1097, 1106-07 (N.D. Ill. 2017).

B. Plaintiff’s Misrepresentation Claim Fails Under 735 ILCS 5/2-615 and 2-619

Plaintiff’s complaint also fails on the merits. Plaintiff brings one claim against Facebook under the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS 505/2. Compl. ¶¶ 77-88. To establish a claim under the ICFA, a state official plaintiff must allege (1) a deceptive or unfair act or promise by the defendant; (2) the defendant’s intent that the plaintiff rely on the deceptive or unfair practice; and (3) that the unfair or deceptive practice occurred during a course of conduct involving trade or commerce. *People ex rel. Madigan v. United Constr. of Am., Inc.*, 2012 IL App (1st) 120308, ¶ 16. Moreover, an ICFA complaint “must be pled with the same particularity and specificity” required for fraud claims. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 501 (1996).

Plaintiff’s theory is that “Facebook represented to its users that their personal data would be protected in accordance with its user and developer agreements,” Compl. ¶ 79—statements that Plaintiff alleges qualify as “misrepresentations” because Facebook “permitted” third parties to collect “sensitive information ... for purposes of profiling and targeting [consumers] with tailored messaging,” and that Facebook had “actual knowledge” that third parties violated Facebook’s agreements but “did not put a stop to it.” *Id.* at ¶¶ 80-81. These allegations fail as a matter of law.

1. Plaintiff’s Misrepresentation Claim Fails Under 735 ILCS 5/2-615 Because It Does Not Allege Scierter Or Attach Or Describe Facebook’s User Agreements

a. No Intent. An ICFA claim requires allegations that the defendant intended to induce consumers to rely on deceptive information. *Elson v. State Farm Fire & Cas. Co.*, 295 Ill. App. 3d

1, 14 (1st Dist. 1998). A defendant cannot possess the requisite intent if it lacks knowledge of allegedly omitted information. *Rockford Mem'l Hosp. v. Havrilesko*, 368 Ill. App. 3d 122-23 (2d Dist. 2006). Plaintiff's own allegations make clear that Facebook did not intend for users to rely on any allegedly deceptive statements.

Plaintiff's misrepresentation claim alleges that Facebook intentionally allowed Cambridge Analytica to access user data to "profil[e] and target[users] with tailored messaging." Compl. ¶¶ 80, 84. But earlier in its Complaint, Plaintiff admits that Cambridge Analytica obtained user data *by deceiving Facebook*: Cambridge Analytica agreed with *Kogan* to collect user data through *Kogan's* app, and Kogan "[p]os[ed] as an academic researcher" to obtain the data "[u]nder the false pretense of operating a personality test for academic research purposes." *Id.* ¶¶ 3, 25-26, 33. The Complaint alleges that "Facebook learned the truth" about Cambridge Analytica *in 2015* and that Facebook "request[ed Cambridge Analytica to] delete the trove of data it had amassed." *Id.* ¶ 39 n.27. Having pled that Cambridge Analytica deceived Facebook, Plaintiff cannot plausibly allege that Facebook made intentional misrepresentations to consumers in connection with a scheme about which it knew nothing. *Rockford Mem'l*, 368 Ill. App. 3d at 122-23; *Alqaq v. CitiMortgage, Inc.*, 2014 U.S. Dist. LEXIS 59366, at *13 (N.D. Ill. Apr. 29, 2014) (dismissing claim due to lack of allegations of intent).

b. No Particularity Or Attached Exhibits. Plaintiff's allegations that Facebook's user agreements included misrepresentations also are not particularized. Misrepresentation claims under the ICFA must "identify what those misrepresentations were [and] how they were false." *Sears Home Appliance Showrooms, LLC v. Charlotte Outlet Store, LLC*, 2018 U.S. Dist. LEXIS 104209, at *22 (N.D. Ill. June 21, 2018). Thus, where a claim relies on a violation of the terms of an agreement, the complaint must plead both the actual terms of the agreement, *People ex rel. Hartigan v. E & E Hauling, Inc.*, 153 Ill. 2d 473, 491 (1992), and the specific manner in which the representation was false, *Connick*, 174 Ill. 2d at 502. Indeed, Section 5/2-606 requires plaintiffs to *attach* the terms of any written instrument on which claims are based, and failure to do so is grounds for dismissal. *Sherman v. Ryan*, 392 Ill. App. 3d 712, 733 (1st Dist. 2009).

Here, the Complaint fails on all fronts. Plaintiff's claims are based on alleged

“represent[ations] [Facebook made] to its users that their personal data would be protected in accordance with its user and developer agreements.” Compl. ¶ 79. But Plaintiff fails to allege the terms of any user agreement, much less how the user agreement misled users in any material way. *Mihalich v. Johnson & Johnson*, 2015 U.S. Dist. LEXIS 172075, at *12-13 (S.D. Ill. Dec. 28, 2015). And Plaintiff has not attached the allegedly misleading user agreements to its Complaint, nor has it provided an affidavit explaining why it could not do so. 735 ILCS 5/2-606. For all of these reasons, Plaintiff’s misrepresentation claim fails to state a claim and must be dismissed.

2. The Complaint Fails Under 735 ILCS 5/2-619 Because The User Agreements Disclosed Each Of The Complained-Of Practices

Plaintiff’s ICFA misrepresentation claim also fails because Facebook’s user agreements accurately informed consumers how Facebook might share their data with apps or show them advertising. An ICFA claim fails when consumers “kn[o]w the truth.” *Oliveira v. Amoco Oil Co.*, 201 Ill. 2d 134, 155 (2002) (quotations omitted). That is because a “full and accurate disclosure” of the sort that Facebook made here cannot be said to “conceal, suppress, or hide any material facts.” *Krause v. GE Capital Mortg. Serv., Inc.*, 314 Ill. App. 3d 376, 388 (1st Dist. 2000).

Plaintiff alleges that “Facebook represented to its users that their personal data would be protected in accordance with its user and developer agreements” and that “Facebook permitted third parties, including Cambridge Analytica, to collect and harvest its users’ personal data.” Compl. ¶¶ 79-80. It is undisputed that Facebook’s relationships with its users are governed by two policies: the Statement of Rights and Responsibilities (“SRR”) and the Data Use Policy (previously referred to as the “Privacy Policy”). Facebook fully disclosed to its users (1) that third-party apps can access user data; (2) how to limit such access; and (3) that users should be aware that Facebook does not control third-party app developers.

As to data sharing, Facebook disclosed exactly how user data could be shared. The 2013-14 version of the Data Use Policy told users that apps they accessed would receive their User ID, any information they shared publicly, and their friends’ User IDs, also called a “friend list.” Duffey Ex.

8 at 8-9.⁴ Facebook further explained that apps could access information about a user’s friends:

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, applications, and websites they use.

...

If you have made [particular] information public, then the application can access [that information] just like anyone else.

Id. at 9. Facebook’s policies even provided examples of such sharing by a user’s friends:

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.

Id. Facebook also informed users how to prevent data-sharing by their friends:

The “Apps” [hyperlinked] Setting lets you control the applications you use. ... 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.

Id. And Facebook’s SRR directed users to exactly where they could find those controls:

[Y]ou can control how [content and information you post on Facebook] is shared through your privacy [hyperlinked] and application [hyperlinked] settings.

Duffey Ex. 3 at 1. Finally, Facebook warned users that “games, applications and websites are created and maintained by other businesses and developers who are not part of, or controlled by, Facebook.”

Duffey Ex. 8 at 8. And the SRR contained a disclaimer that “FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS ... OF THIRD PARTIES.” Duffey Ex. 3 at 6. No reasonable consumer reading this information would believe that Facebook assumed a duty to control third-party conduct.

Conn. Gen. Life Ins. Co. v. Sw. Surgery Ctr., LLC, 349 F. Supp. 3d 718, 729 (N.D. Ill. 2018); *Krause*, 314 Ill. App. 3d at 388.

No ICFA claim lies where, as here, the relevant disclosures “do not contain any false

⁴ “Duffey Ex. ___” refers to exhibits attached to the March 19, 2019 certification of Michael Duffey and “Lipshutz Ex. ___” refers to exhibits attached to the April 19, 2019 certification of Joshua S. Lipshutz, both of which have been filed concurrently with this motion as Exhibits A and B respectively.

statements and cannot reasonably be construed as misleading.” *Aliano v. Ferriss*, 2013 IL App (1st) 120242, ¶ 28. Significantly, in addressing other provisions in *these same contracts*, the Ninth Circuit affirmed dismissal, *Smith v. Facebook, Inc.*, 745 F. App’x 8 (9th Cir. 2018), holding that Facebook’s policies “contain numerous disclosures related to information collection on third-party websites,” and a “reasonable person” would understand them. *Id.* at 8-9. Indeed, at the recent motion to dismiss hearing in the federal MDL, the court commented that Facebook disclosed how it shares user data with third-party apps:

[I]f you read the words [of Facebook’s disclosures], you come away knowing that even if you limit your settings so that you’re sharing only with friends, these third-party apps can communicate with your friends and get all of the information that your friends have access to unless you further change your settings. And then even then, you can further change your settings, but if you want to have a meaningful Facebook experience, apps are still going to get some subset of information about you. All of that seems to be disclosed.

Lipshutz Ex. 1 at 135:3-11. Plaintiff cannot complain on behalf of consumers about practices that Facebook accurately disclosed. *Phillips v. DePaul Univ.*, 2014 IL App (1st) 122817, ¶ 34; *Haywood v. Massage Envy Franchising, LLC*, 887 F.3d 329, 333 (7th Cir. 2018) (dismissing ICFA claim where consumer “knew” the allegedly misleading information).

3. The Omission Claim Must Be Dismissed Under 735 ILCS 5/2-615 Because Facebook Did Not Fail To Inform Users Of The Cambridge Analytica Events

Plaintiff also alleges that Facebook violated the ICFA because it “conceal[ed]” Cambridge Analytica’s actions. Compl. ¶ 83. This assertion fails with respect to Facebook’s pre-December 2015 actions because Facebook is not alleged to have “learn[ed] the truth” about Cambridge Analytica until that time. *See supra*, at 8. The claim also fails for three additional reasons.

First, Plaintiff’s theory improperly attempts to import into the ICFA’s general prohibition on “unfair or deceptive acts or practices,” 815 ILCS 505/2, a data-breach notification requirement governed by a separate, more specific statute—the Personal Information Protection Act, 815 ILCS 530/1, 10 (the “Protection Act”). When both a general statutory provision and a specific statutory provision exist and relate to the same subject, either in the same or in a different act, the specific statutory provision controls. *People v. Nuccio*, 263 Ill. App. 3d 315, 317 (2d Dist. 1994). For

example, when alleged acts fall within the purview of both a medical malpractice act and the ICFA, the medical malpractice statute exclusively governs the conduct. *Walsh v. Barry–Harlem Corp.*, 272 Ill. App. 3d 418, 422-23 (1st Dist. 1995); *see also In re Org. of Greater Algonquin Park Dist.*, 103 Ill. App. 3d 1056, 1063 (2d Dist. 1982) (petition was not invalid due to missing certification required by more general election-law provision because the specific statute governing petitions related to parks contained no such limitation).

Here, the Protection Act is a more specific statute (compared to the general ICFA prohibitions) that expressly requires advising consumers when data is misappropriated. It provides that any “data collector” that has “personal information concerning an Illinois resident shall notify the resident at no charge that there has been a breach” of the data. 815 ILCS 530/10. Indeed, in enacting the Protection Act, the legislature expressly amended the ICFA to include violations of the Protection Act as among the actions prohibited by the ICFA. 815 ILCS 530/20; *see also* Pub. Act. 94-36, eff. Jan. 1, 2006 (amending 815 ILCS 505/2Z). Only the Protection Act could apply to Facebook’s alleged failure to notify Illinois consumers about the Cambridge Analytica incident because it covers the particular subject of consumer notifications when data is shared, so it applies to the exclusion of the ICFA. Recognizing that the Protection Act exclusively governs whether a defendant failed to notify consumers about data disclosures avoids rendering that act “superfluous or meaningless.” *In re Jarquan B.*, 2017 IL 121483, ¶ 22; *see also RadLAX Gateway Hotel, LLC v. Amalgamated Bank*, 566 U.S. 639, 645 (2012) (this canon of construction avoids “the superfluity of a specific provision that is swallowed by the general one”).

Moreover, Plaintiff *could not* allege that the Protection Act required Facebook to notify its users because: (1) there was no “breach” of Facebook’s security system (Kogan collected the data in accordance with users’ privacy settings, and then sold it in violation of Facebook’s policies) and (2) the data at issue did not meet the statutory definition of “personal information,” which includes only social security numbers, driver’s license information, account or credit card information, medical or biometric information, or a combination of user names and associated passwords. 815 ILCS 530/5; *see* Compl. ¶ 40 (alleging information obtained by Cambridge Analytica).

Second, even if the ICFA applied here, Plaintiff has not alleged that, by failing to inform consumers that Kogan had sold data to Cambridge Analytica, Facebook failed to disclose a material fact. “[M]ateriality is tested with a reasonable person standard—*i.e.*, whether the omission concerned the type of information upon which a buyer would be expected to rely.” *Kitzes v. Home Depot, USA, Inc.*, 374 Ill. App. 3d 1053, 1062 (1st Dist. 2007) (quotation marks omitted). Here Plaintiff alleges, at most, that Facebook “avoid[ed] a situation where its users reacted by deactivating their accounts.” Compl. ¶ 83. But nowhere does the Complaint allege that any users *actually* deactivated their accounts, or otherwise “acted differently” after the information about Cambridge Analytica was disclosed. *Connick*, 174 Ill. 2d at 505.

Third, the ICFA claim fails because Cambridge Analytica’s improper use of consumer data became public knowledge in 2015. For an ICFA claim to prevail, the relevant consumers must have been unaware of the allegedly withheld fact. *See DOD Techs. v. Mesirov Ins. Servs., Inc.*, 381 Ill. App. 3d 1042, 1052 (1st Dist. 2008) (an “omission is ‘material’” only “if the plaintiff would have acted differently had [he] been *aware* of it.” (emphasis added)). Facebook users were put on notice of the Cambridge Analytica incident by the 2015 *Guardian* article and other contemporaneous articles publicly reporting all of the conduct alleged in Plaintiff’s Complaint: that Cambridge Analytica obtained data from “Facebook users, harvested largely without their permission,” from both their and their friends’ profiles. *Davies, Ted Cruz Using Firm, supra* n.2; *see also, e.g., K. Leswing, Ted Cruz’s Secret Weapon: Your Facebook Likes*, *Fortune* (Dec. 11, 2015) (similar). The widespread public reports about Cambridge Analytica put the reasonable Illinois consumer on notice of these facts.

C. Alternatively, The Court Should Dismiss Or Stay This Case Under 735 ILCS 5/2-619

If this Court does not grant the motion to dismiss on the above grounds, the Court should dismiss or stay the action in favor of the federal MDL. Section 2-619(a)(3) permits dismissal or a stay when “there is another action pending between the same parties for the same cause.” *See also People ex rel. Dep’t of Pub. Aid v. Santos*, 92 Ill. 2d 120, 130 (1982). These requirements are not literal or strictly construed: for both identity of parties and identity of cause, the elements “may be

satisfied even if the parties to the two actions are not identical and differ in both name and number. ... [A]ll that is necessary is that the litigants' interests are 'sufficiently similar.'" *Katherine M. v. Ryder*, 254 Ill. App. 3d 479, 487 (1st Dist. 1993). "Section 2-619(a)(3) is designed to avoid duplicative litigation." *Kellerman v. MCI Telecomms. Corp.*, 112 Ill. 2d 428, 447 (1986). Where federal and state actions concern the same subject matter, dismissing or staying the case is appropriate to avoid conflicting judgments and other tension with the federal outcome. *Santos*, 92 Ill. 2d at 122-23 (staying state actions pending completion of federal proceeding); *Katherine M.*, 254 Ill. App. 3d at 487 (reversing and dismissing action where parallel class action was pending in federal court).

The 30-plus actions that are part of the MDL proceeding against Facebook—each of which asserts claims on behalf of a putative nationwide class of Facebook users that includes the Illinois consumers that Plaintiff purports to be protecting—all share the same factual issues arising from the same allegations that Cambridge Analytica exploited Facebook's platform to obtain user data. The consolidated MDL complaint makes the same factual allegations, complains of the same alleged conduct, and asserts the same type of state law consumer protection claims (including Illinois law claims) as Plaintiff asserts here. First Am. Consol. Compl., Pt. IV, *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-MD-2843-VC (N.D. Cal. Feb. 22, 2019), Dkt. 257; *id.* ¶¶ 1077-1091 (alleging violation of ILCS). Indeed, this action is so similar, and the likelihood of inefficiencies and conflicting rulings are so great, that (prior to the remand) the Judicial Panel on Multidistrict Litigation consolidated this case into the MDL. *See* Lipshutz Ex. 2. For these reasons, the Court should dismiss or stay this action in deference to the MDL.

V. CONCLUSION

The Complaint should be dismissed. In the alternative, the Court should stay this litigation pending *In re: Facebook, Inc. Consumer Privacy User Profile Litig.*, No. 18-MD-2843-VC (N.D. Cal.).

DATED: April 19, 2019

Respectfully submitted,

PERKINS COIE LLP

By: /s/ Debra R. Bernard
Debra R. Bernard
dbernard@perkinscoie.com
Christopher B. Wilson
cwilson@perkinscoie.com
131 S. Dearborn Street
Suite 1700
Chicago, IL 60603-5559
Tel: 312.325.8400
Fax: 312.593.1774
Firm ID: 39225

GIBSON, DUNN & CRUTCHER, LLP

Orin Snyder (*ARDC registration pending*)
osnyder@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
New York, N.Y. 10166
Tel: 212.351.2400
Fax: 212.351.6335

Joshua S. Lipshutz (*ARDC registration pending*)
jlipshutz@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036
Tel: 202.955.8217
Fax: 202.530.9614

Kristin A. Linsley (*ARDC registration pending*)
klinsley@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
555 Mission Street
Suite 300
San Francisco, CA 94105
Tel: 415.393.8379
Fax: 415.374.8474

Attorneys for Defendant Facebook, Inc.

CERTIFICATE OF SERVICE

I, Debra R. Bernard, an attorney, hereby certify that on this 19th day of April, 2019, I caused to be submitted a true and correct copy of the *Memorandum in Support of Motion By Defendant Facebook, Inc. to Dismiss or, in the Alternative, Stay Proceedings* to the court's electronic filing system. I have also caused a true and correct copy of the same to be delivered by email to:

Jay Edelson
Edelson PC
350 N. LaSalle Street, 14th Floor
Chicago, IL 60654
jedelson@edelson.com

I have also caused a true and correct copy of the same to be delivered by mail to:

Salvatore LaMonica
LaMonica Herbst & Maniscalco, LLP
3305 Jerusalem Avenue
Wantagh, NY 11793
SL@lhmlawfirm.com

Trustee Administering Cambridge Analytica LLC Estate

SCL Group
4 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1EE
UNITED KINGDOM

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct.

By: /s/ Debra R. Bernard
Debra R. Bernard

EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

FACEBOOK, INC., SCL GROUP LIMITED,
and CAMBRIDGE ANALYTICA LLC,

Defendants.

CIVIL ACTION NO.: 2018 CH 03863

CERTIFICATION OF MICHAEL DUFFEY

I, Michael Duffey, declare as follows under penalty of perjury:

1. I am an employee of Defendant Facebook, Inc., and am an eDiscovery and Litigation Project Lead in the Legal Department. I offer this declaration in support of Defendant Facebook, Inc.'s Motion to Dismiss or, in the Alternative, Stay Proceedings. I have personal knowledge of the facts set forth in this declaration (unless otherwise noted), and, if called to testify, I could and would competently testify to them.

2. As part of my job responsibilities, I am aware of the manner in which Facebook stores archived versions of user policies that were, at one time, posted onto Facebook's public website. Among the policies that Facebook keeps in archived form are copies of its Terms of Use/Statements of Rights and Responsibilities ("SRR") and its Privacy Policy/Data Use Policy.

3. Facebook's policy archive reflects major revisions of the relevant policies. Those revisions reflect the date that each particular major revision took effect. Between major policy versions, Facebook makes minor revisions to those policies from time to time. Facebook preserves these interim versions of policies as well.

4. In connection with this declaration, I downloaded copies of the documents attached to this declaration from Facebook's internal archive system.

5. Attached hereto as **Exhibit 1** is a true and correct copy of Facebook's SRR dated June 8, 2012.

6. Attached hereto as **Exhibit 2** is a true and correct copy of Facebook's SRR dated December 11, 2012.

7. Attached hereto as **Exhibit 3** is a true and correct copy of Facebook's SRR dated November 15, 2013.

8. Attached hereto as **Exhibit 4** is a true and correct copy of Facebook's SRR dated January 30, 2015.

9. Attached hereto as **Exhibit 5** is a true and correct copy of Facebook's Terms of Service dated April 19, 2018.

10. Attached hereto as **Exhibit 6** is a true and correct copy of Facebook's Data Use Policy dated June 8, 2012.

11. Attached hereto as **Exhibit 7** is a true and correct copy of Facebook's Data Use Policy dated December 11, 2012.

12. Attached hereto as **Exhibit 8** is a true and correct copy of Facebook's Data Use Policy dated November 15, 2013.

13. Attached hereto as **Exhibit 9** is a true and correct copy Facebook's Data Policy dated January 30, 2015.

14. Attached hereto as **Exhibit 10** is a true and correct copy of Facebook's Data Policy dated September 29, 2016.

15. Attached hereto as **Exhibit 11** is a true and correct copy of Facebook's Data Policy dated April 19, 2018.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: 19th day of March, 2019


Michael Duffey

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

CERTIFICATE OF SERVICE

I, Debra R. Bernard, an attorney, hereby certify that on this 19th day of April, 2019, I caused to be submitted a true and correct copy of the *Certification of Michael Duffey* to the court's electronic filing system. I have also caused a true and correct copy of the same to be delivered by email to:

Jay Edelson
Edelson PC
350 N. LaSalle Street, 14th Floor
Chicago, IL 60654
jedelson@edelson.com

I have also caused a true and correct copy of the same to be delivered by mail to:

Salvatore LaMonica
LaMonica Herbst & Maniscalco, LLP
3305 Jerusalem Avenue
Wantagh, NY 11793
SL@lhmlawfirm.com

Trustee Administering Cambridge Analytica LLC Estate

SCL Group
4 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1EE
UNITED KINGDOM

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct.

By: /s/ Debra R. Bernard
Debra R. Bernard

EXHIBIT 1

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: June 8, 2012.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), 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 [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the 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 [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
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 [Promotions Guidelines](#) 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 [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 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 [Payments 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 [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
 7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
 8. We can require you to delete user data if you use it in a

- way that we determine is inconsistent with users' expectations.
9. We can limit your access to data.
 10. You will comply with all other restrictions contained in our [Facebook Platform Policies](#).
 3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
 4. You will make it easy for users to remove or disconnect from your application.
 5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
 6. You will provide customer support for your application.
 7. You will not show third party ads or web search boxes on 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 [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, 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 [privacy settings](#) to limit how your name and

profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.

2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. Special Provisions Applicable to Advertisers

You can target your 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 [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our [Advertising Guidelines](#).
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks 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 [Pages Terms](#).

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 [Facebook Site Governance Page](#)) and an opportunity to comment. To get notice of any future changes to this Statement, visit our [Facebook Site Governance Page](#) and "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 [Facebook Site Governance Page](#).
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 [here](#).

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, 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:

- [Data Use Policy](#): 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.
- [Platform Page](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Facebook Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- [Brand Permissions Center](#): 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.
- [Community Standards](#): 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 2

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: December 11, 2012.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), 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 [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the 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 [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
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 [Promotions Guidelines](#) 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 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 [Payments 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 [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in

connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.

7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
9. We can limit your access to data.
10. You will comply with all other restrictions contained in our [Facebook Platform Policies](#).
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on 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 [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, 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 [privacy settings](#) to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. Special Provisions Applicable to Advertisers

You can target your 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 [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our [Advertising Guidelines](#).
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks 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 [Pages Terms](#).

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. 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 [Facebook Site Governance Page](#)) 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 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 [here](#).

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, 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:

- [Data Use Policy](#): 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.
- [Platform Page](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Facebook Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- [Brand Permissions Center](#): 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.
- [Community Standards](#): 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 3

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 [Facebook Principles](#), 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 [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the 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 [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
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 [Promotions Guidelines](#) 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 [Payments 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 [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in

- connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
 8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
 9. We can limit your access to data.
 10. You will comply with all other restrictions contained in our [Facebook Platform Policies](#).
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
 4. You will make it easy for users to remove or disconnect from your application.
 5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
 6. You will provide customer support for your application.
 7. You will not show third party ads or web search boxes on 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 [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, 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 [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our [Advertising Guidelines](#).
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks 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 [Pages Terms](#).

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 [Facebook Site Governance Page](#)) 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 [here](#).

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:

- [Data Use Policy](#): 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.
- [Platform Page](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Facebook Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- [Facebook Brand Resources](#): 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.
- [Community Standards](#): 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 4

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: January 30, 2015

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the [Facebook Principles](#), and is our terms of service that governs our relationship with users and others who interact with Facebook, as well as Facebook brands, products and services, which we call the [“Facebook Services” or “Services”](#). By using or accessing the Facebook Services, you agree to this Statement, as updated from time to time in accordance with Section 13 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

Because Facebook provides a wide range of [Services](#), we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

1. Privacy

Your privacy is very important to us. We designed our [Data Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the [Data 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 [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
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 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 your feedback or suggestions 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 not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
10. 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.
11. 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 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, you agree to our [Payments Terms](#) unless it is stated that other terms apply.

8. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website or if you use Social Plugins, you must comply with the [Facebook Platform Policy](#).

9. 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.

10. Special Provisions Applicable to Advertisers

If you use our self-service advertising creation interfaces for creation, submission and/or delivery of any advertising or other commercial or sponsored activity or content (collectively, the "Self-Serve Ad Interfaces"), you agree to our [Self-Serve Ad Terms](#). In addition, your advertising or other commercial or sponsored activity or content placed on Facebook or our publisher network will comply with our [Advertising Guidelines](#).

11. 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 [Pages Terms](#).

12. 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.

13. Amendments

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.
2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
3. Your continued use of the Facebook Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

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, 9.3, 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 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, of 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER 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 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 [here](#).

17. Definitions

1. By "Facebook" or "Facebook Services" 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, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. Facebook reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.
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, provide or share using Facebook Services.
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 "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.

9. By “Trademarks” we mean the list of trademarks provided [here](#).

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

By using or accessing Facebook Services, you agree that we can collect and use such content and information in accordance with the [Data Policy](#) as amended from time to time. You may also want to review the following documents, which provide additional information about your use of Facebook:

- [Payment Terms](#): These additional terms apply to all payments made on or through Facebook, unless it is stated that other terms apply.
- [Platform Page](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Facebook Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Self-Serve Ad Terms](#): These terms apply when you use the Self-Serve Ad Interfaces to create, submit, or deliver any advertising or other commercial or sponsored activity or content.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you offer contests, sweepstakes, and other types of promotions on Facebook.
- [Facebook Brand Resources](#): 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.
- [Community Standards](#): 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 5

Our Statement of Rights and Responsibilities is changing to our Terms of Service. You can view our previous Statement of Rights and Responsibilities here.

- 1. Our Services
- 2. Our Data Policy and Your Privacy Choices
- 3. Your Commitments to Facebook and Our Community
- 4. Additional provisions
- 5. Other terms and policies that may apply to you

- Facebook Ads Controls
- Privacy Basics
- Cookies Policy
- Data Policy
- More Resources
View a printable version of the Terms of Service

Terms of Service

Welcome to Facebook!

These Terms govern your use of Facebook and the products, features, apps, services, technologies, and software we offer (the [Facebook Products](#) or [Products](#)), except where we expressly state that separate terms (and not these) apply.

[Return to top](#)

1. Our Services

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you:

Provide a personalized experience for you:

Your experience on Facebook is unlike anyone else's: from the posts, stories, events, ads, and other content you see in News Feed or our video platform to the Pages you follow and other features you might use, such as Trending, Marketplace, and search. We use the data we have - for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience.

Connect you with people and organizations you care about:

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Facebook Products you use. We use the data we have to make suggestions for you and others - for example, groups to join, events to attend, Pages to follow or send a message to, shows to watch, and people you may want to become friends with. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself on Facebook and to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, videos, and stories across the Facebook Products you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile. We also have developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on Facebook.

Help you discover content, products, and services that may interest you:

We show you ads, offers, and other sponsored content to help you

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

Terms of Service

discover content, products, and services that are offered by the many businesses and organizations that use Facebook and other Facebook Products. Our partners pay us to show their content to you, and we design our services so that the sponsored content you see is as relevant and useful to you as everything else you see on our Products.

Combat harmful conduct and protect and support our community:

People will only build community on Facebook if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content, blocking access to certain features, disabling an account, or contacting law enforcement. We share data with other Facebook Companies when we detect misuse or harmful conduct by someone using one of our Products.

Use and develop advanced technologies to provide safe and functional services for everyone:

We use and develop advanced technologies - such as artificial intelligence, machine learning systems, and augmented reality - so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Facebook or Instagram. We also build sophisticated network and communication technology to help more people connect to the internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products.

Research ways to make our services better:

We engage in research and collaborate with others to improve our Products. One way we do this is by analyzing the data we have and understanding how people use our Products. You can [learn more](#) about some of our research efforts.

Provide consistent and seamless experiences across the Facebook Company Products:

Our Products help you find and connect with people, groups, businesses, organizations, and others that are important to you. We design our systems so that your experience is consistent and seamless across the different Facebook Company Products that you use. For example, we use data about the people you engage with on Facebook to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business you follow on Facebook through Messenger.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Facebook, Inc., Facebook Ireland Limited, or its affiliates.

[Return to top](#)

2. Our Data Policy and Your Privacy Choices

To provide these services, we must collect and use your personal data. We detail our practices in the [Data Policy](#), which you must agree to in order to use our Products.

We also encourage you to review the privacy choices you have in your [settings](#).

[Return to top](#)

3. Your Commitments to Facebook and Our Community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Facebook

When people stand behind their opinions and actions, our community is safer and more accountable. For that reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.
- Not share your password, give access to your Facebook account to others, or transfer your account to anyone else (without our permission).

We try to make Facebook broadly available to everyone, but you cannot use Facebook if:

- You are under 13 years old.
- You are a convicted sex offender.
- We previously disabled your account for violations of our terms or policies.
- You are prohibited from receiving our products, services, or software under applicable laws.

2. What you can share and do on Facebook

We want people to use Facebook to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:

- That violates these Terms, our [Community Standards](#), and [other terms and policies](#) that apply to your use of Facebook.
- That is unlawful, misleading, discriminatory or fraudulent.
- That infringes or violates someone else's rights.

2. You may not intend, discuss, or facilitate any of the following that

Terms of Service

2. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove content you share in violation of these provisions and, if applicable, we may take action against your account, for the [reasons described below](#). We may also disable your account if you repeatedly infringe other people's intellectual property rights.

To help support our community, we encourage you to [report content](#) or conduct that you believe violates your rights (including [intellectual property rights](#)) or our terms and policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. [Permission to use content you create and share](#): You own the content you create and share on Facebook and the other Facebook Products you use, and nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want. To provide our services, though, we need you to give us some legal permissions to use that content.

Specifically, when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your [privacy](#) and [application](#) settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other Facebook Products you use.

You can end this license any time by deleting your content or account. You should know that, for technical reasons, content you delete may persist for a limited period of time in backup copies (though it will not be visible to other users). In addition, content you delete may continue to appear if you have shared it with others and they have not deleted it.

2. [Permission to use your name, profile picture, and information about your actions with ads and sponsored content](#): You give us permission to use your name and profile picture and information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on Facebook. Ads like this can be seen only by people who have your permission to see the actions you've taken on Facebook. You can [learn more](#) about your ad settings and preferences.

If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this section on your behalf. (This language is included pursuant to a [court-approved legal settlement](#).)

3. [Permission to update software you use or download](#): If you download or use our software, you give us permission to

Terms of Service

download and install upgrades, updates, and additional features to improve, enhance, and further develop it.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or [trademarks \(or any similar marks\)](#) as expressly permitted by our [Brand Usage Guidelines](#) or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

[Return to top](#)

4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can [delete](#) your account at any time.

2. Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have violated our terms or policies, we may take action against your account to protect our community and services, including by suspending access to your account or disabling it. We may also suspend or disable your account if you create risk or legal exposure for us or when we are permitted or required to do so by law. Where appropriate, we will notify you about your account the next time you try to access it. You can [learn more](#) about what you can do if your account has been disabled.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED

Terms of Service

DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products.

Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Facebook Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Facebook Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Facebook, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or

Terms of Service

incapacity will be able to seek [disclosure](#) from your account after it is memorialized.

6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

[Return to top](#)

5. Other terms and policies that may apply to you

- [Community Standards](#): These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Facebook Products.
- [Commercial Terms](#): These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
- [Advertising Policies](#): These policies specify what types of ad content are allowed by partners who advertise across the Facebook Products.
- [Self-Serve Ad Terms](#): These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
- [Pages, Groups and Events Policy](#): These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.
- [Facebook Platform Policy](#): These guidelines outline the policies that apply to your use of our Platform (for example, for developers or operators of a Platform application or website or if you use social plugins).
- [Developer Payment Terms](#): These terms apply to developers of applications that use Facebook Payments.
- [Community Payment Terms](#): These terms apply to payments made on or through Facebook.
- [Commerce Policies](#): These guidelines outline the policies that apply when you offer products and services for sale on Facebook.
- [Facebook Brand Resources](#): These guidelines outline the policies that apply to use of Facebook trademarks, logos, and screenshots.
- [Music Guidelines](#): These guidelines outline the policies that apply if you post or share content containing music on Facebook.

Date of Last Revision: April 19th, 2018

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

EXHIBIT 6

Data Use Policy

Date of Last Revision: June 8, 2012

[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 share about you](#)
- [About 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](#)

[How advertising and Sponsored Stories work](#)

- [Personalized ads](#)
- [Ads + social context](#)
- [Sponsored stories](#)
- [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 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 [Facebook Platform](#) or visit a site with a Facebook feature (such as a [social plugin](#)), sometimes through [cookies](#). 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.

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

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 [sharing icon](#), 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 [delete](#) 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 [leave the network](#).
- **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.

Username 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 [Graph API](#). 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 [information others share about you](#), 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.

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

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, if 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 [public information](#) 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 re-shared. 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 [public information](#) 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 [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 "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

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

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 [your information](#) 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 [information we receive](#) 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 [Facebook content](#).

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:

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

- 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://youonlinechoices.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 [Facebook Security Page](#). 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 [Facebook Site Governance Page](#). 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 [Facebook Site 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.

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 Ulliyot (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 [information we receive and how it is used](#) and [other websites and applications](#). 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

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

EXHIBIT 7

Data Use Policy

Date of Last Revision: December 11, 2012

[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](#)

[How advertising and Sponsored Stories work](#)

- [Personalized ads](#)
- [Ads + social context](#)
- [Sponsored stories](#)

- [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 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 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 [Facebook Platform](#) or visit a site with a Facebook feature (such as a [social plugin](#)), sometimes through [cookies](#). 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 [affiliates](#) 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.

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 [sharing icon](#), 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 [delete](#) 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.
- **Networks:** 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 [leave the network](#).
- **Gender:** This allows us to refer to you properly.

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

- **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 [Graph API](#). 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](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. 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 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 [information others share about you](#), 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/settings?tab=security>

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.

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 or change the audience of content you post. 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 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 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 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.

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

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.

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, 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 [public information](#) 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 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

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

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, 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. 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 re-shared. 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 [public information](#) 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 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 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 (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 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 "Ads, Apps and Websites" 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.

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 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 [your information](#) 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 [information we receive](#), including the information you provide at registration or add to your account or timeline, 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. If you indicate that you are interested in topics, such as by liking a Page, including topics such as products, brands, religion, health status, or political views, you may see ads related to those topics as well. We require advertisers to comply with our [Advertising Guidelines](#), including provisions relating to the use of sensitive data. 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 or their partners sometimes place cookies on your computer (or use other similar system technologies) in order to serve ads and 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 and subscribers 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 [Facebook content](#).

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/>.

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; 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. 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 “[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 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 [Facebook Security Page](#). 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 [Facebook Site Governance Page](#)). 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 [Facebook Site Governance Page](#).

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

EXHIBIT 8

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](#)

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 [Facebook Platform](#) or visit a site with a Facebook feature (such as a [social plugin](#)), sometimes through [cookies](#). 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 [affiliates](#) 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 [sharing icon](#), 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 [delete](#) 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 [leave the network](#).

- **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 [Graph API](#). 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](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 [your information](#) 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 [information others share about you](#), 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 [public information](#) 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:

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 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 [Privacy Settings](#). 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 [Help Center](#).

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 [public information](#) 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](#)” 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 [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 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 re-shared. 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 [public information](#) 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 “[Privacy Settings and Tools](#)” 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 [controls](#) you have, by visiting our "[Advertising on Facebook](#)" 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 [information we receive about you](#) 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 [social context](#), 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 [Advertising Guidelines](#), 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. [Learn more about cookies, pixels and similar technologies.](#)

When you post a story on Facebook and an advertiser [sponsors it](#), 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.aboutads.info/>, the Internet Advertising Bureau (US) 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 [Facebook Security Page](#). 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 [Facebook Site Governance Page](#)). 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 [Facebook Site Governance Page](#).

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 [Facebook Site Governance Page](#) 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 [information we receive and how it is used](#) and [other websites and applications](#). If you have questions about our sharing practices or your rights under California law, please write us at 1601 Willow Road, Menlo Park,

EXHIBIT 9

Date of Last Revision: January 30, 2015

We give you the power to share as part of our mission to make the world more open and connected. This policy describes what information we collect and how it is used and shared. You can find additional tools and information at [Privacy Basics](#).

As you review our policy, keep in mind that it applies to all Facebook brands, products and services that do not have a separate privacy policy or that link to this policy, which we call the [“Facebook Services”](#) or [“Services.”](#)

I. What kinds of information do we collect?

Depending on which Services you use, we collect different kinds of information from or about you.

- **Things you do and information you provide.** We collect the content and other information you provide when you use our Services, including when you sign up for an account, create or share, and message or communicate with others. This can include information in or about the content you provide, such as the location of a photo or the date a file was created. We also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.
- **Things others do and information they provide.** We also collect content and information that other people provide when they use our Services, including information about you, such as when they share a photo of you, send a message to you, or upload, sync or import your contact information.
- **Your networks and connections.** We collect information about the people and groups you are connected to and how you interact with them, such as the people you communicate with the most or the groups you like to share with. We also collect contact information you provide if you upload, sync or import this information (such as an address book) from a device.
- **Information about payments.** If you use our Services for purchases or financial transactions (like when you buy something on Facebook, make a purchase in a game, or make a donation), we collect information about the purchase or transaction. This includes your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, shipping and contact details.
- **Device information.** We collect information from or about the computers, phones, or other devices where you install or access our Services, depending on the permissions you’ve granted. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the information we collect:
 - Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
 - Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
 - Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- **Information from websites and apps that use our Services.** We collect information when you visit or use third-party websites and apps that use our Services (like when they offer our Like button or Facebook Log In or use our measurement and advertising services). This includes information about the websites and apps you visit, your use of our Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.
- **Information from third-party partners.** We receive information about you and your activities on and off Facebook from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them.
- **Facebook companies.** We receive information about you from companies that are owned or operated by Facebook, in accordance with their terms and policies. [Learn more](#) about these companies and their privacy policies.

II. How do we use this information?

We are passionate about creating engaging and customized experiences for people. We use all of the information we have to help us provide and support our Services. Here's how:

- **Provide, improve and develop Services.** We are able to deliver our Services, personalize content, and make suggestions for you by using this information to understand how you use and interact with our Services and the people or things you're connected to and interested in on and off our Services.

We also use information we have to provide shortcuts and suggestions to you. For example, 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 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.

When we have location information, we use it to tailor our Services for you and others, like helping you to check-in and find local events or offers in your area or tell your friends that you are nearby.

We conduct surveys and [research](#), test features in development, and analyze the information we have to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.

- **Communicate with you.** We use your information to send you marketing communications, communicate with you about our Services and let you know about our policies and terms. We also use your information to respond to you when you contact us.
- **Show and measure ads and services.** We use the [information we have](#) to improve our advertising and measurement systems so we can show you relevant ads on and off our Services and measure the effectiveness and reach of ads and services. [Learn more](#) about advertising on our Services and how you can [control](#) how information about you is used to personalize the ads you see.
- **Promote safety and security.** We use the information we have to help verify accounts and activity, and to promote safety and security on and off of our Services, such as by investigating suspicious activity or violations of our terms or policies. We work hard to protect your account using teams of engineers, automated systems, and advanced technology such as encryption and machine learning. We also offer easy-to-use security tools that add an extra layer of security to your account. For more information about promoting safety on Facebook, visit the [Facebook Security Help Center](#).

We use cookies and similar technologies to provide and support our Services and each of the uses outlined and described in this section of our policy. Read our Cookie Policy to [learn more](#).

III. How is this information shared?

Sharing On Our Services

People use our Services to connect and share with others. We make this possible by sharing your information in the following ways:

- **People you share and communicate with.**

When you share and communicate using our Services, you choose the audience who can see what you share. For example, when you post on Facebook, you select the audience for the post, such as a customized group of individuals, all of your Friends, or members of a Group. Likewise, when you use Messenger, you also choose the people you send photos to or message.

[Public information](#) is any information you share with a public audience, as well as information in your [Public Profile](#), or content you share on a Facebook Page or another public forum. Public information is available to anyone on or off our Services and can be seen or accessed through online search engines, APIs, and offline media, such as on TV.

In some cases, people you share and communicate with may download or re-share this content with others on and off our Services. When you comment on another person's post or like their content on Facebook, that person decides the audience who can see your comment or like. If their audience is public, your comment will also be public.

- **People that see content others share about you.** Other people may use our Services to share content about you with the audience they choose. For example, people may share a photo of you, mention or tag you at a location in a post, or share information about you that you shared with them. If you have concerns with someone's post, social reporting is a way for people to quickly and easily ask for help from someone they trust. [Learn More](#).
- **Apps, websites and third-party integrations on or using our Services.** When you use third-party apps, websites or other services that use, or are integrated with, our Services, they may receive information about what you post or share. For example, when you play a game with your Facebook friends or use the Facebook Comment or Share button on a website, the game developer or website may get information about your activities in the game or receive a comment or link that you share from their website on Facebook. In addition, when you download or use such third-party services, they can access your [Public Profile](#), which includes your [username or user ID](#), your age range and country/language, your list of friends, as well as any information that you share with them. Information collected by these apps, websites or integrated services is subject to their own terms and policies.

[Learn more](#) about how you can control the information about you that you or others share with these apps and websites.

- **Sharing within Facebook companies.** We share information we have about you within the family of companies that are part of Facebook. [Learn more](#) about our companies.
- **New owner.** If the ownership or control of all or part of our Services or their assets changes, we may transfer your information to the new owner.

Sharing With Third-Party Partners and Customers

We work with third party companies who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our companies and provide free services to people around the world.

Here are the types of third parties we can share information with about you:

- **Advertising, Measurement and Analytics Services (Non-Personally Identifiable Information Only).** We want our advertising to be as relevant and interesting as the other information you find on our Services. With this in mind, we use all of the information we have about you to show you relevant ads. We do not share information that personally identifies you (personally identifiable information is information like name or email address that can by itself be used to contact you or identifies who you are) with advertising, measurement or analytics partners unless you give us permission. We may provide these partners with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell an advertiser how its ads performed, or how many people viewed their ads or installed an app after seeing an ad, or provide non-personally identifying demographic information (such as 25 year old female, in Madrid, who likes software engineering) to these partners to help them understand their audience or customers, but only after the advertiser has agreed to abide by our [advertiser guidelines](#).

Please review your [advertising preferences](#) to understand why you're seeing a particular ad on Facebook. You can adjust your ad preferences if you want to control and manage your ad experience on Facebook.

- **Vendors, service providers and other partners.** We transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analyzing how our Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict

confidentiality obligations in a way that is consistent with this Data Policy and the agreements we enter into with them.

IV. How can I manage or delete information about me?

You can manage the content and information you share when you use Facebook through the [Activity Log](#) tool. You can also download information associated with your Facebook account through our [Download Your Information](#) tool.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services.

You can delete your account any time. When you delete your account, we delete things you have posted, such as your photos and status updates. If you do not want to delete your account, but want to temporarily stop using Facebook, you may deactivate your account instead. To learn more about deactivating or deleting your account, click [here](#). Keep in mind that information that others have shared about you is not part of your account and will not be deleted when you delete your account.

V. How do we respond to legal requests or prevent 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. For example, we may provide information to third-party partners about the reliability of your account to prevent fraud and abuse on and off of our Services. 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.

VI. How our global services operate

Facebook, Inc. complies with the US-EU and US-Swiss Safe Harbor framework for the collection, use and retention of information from the European Union and Switzerland, as set out by the Department of Commerce. To view our certification, visit the [Safe Harbor website](#).

As part of our participation in the Safe Harbor program, we will resolve disputes you have with us in connection with our policies and practices through TRUSTe. You can contact TRUSTe through [their website](#).

Facebook may share information internally within our family of companies or with third parties for purposes described in this policy. Information collected within the European Economic Area (“EEA”) may, for example, be transferred to countries outside of the EEA for the purposes as described in this policy.

VII. How will we notify you of changes to this policy?

We’ll notify you before we make changes to this policy and give you the opportunity to review and comment on the revised policy before continuing to use our Services.

VIII. How to contact Facebook with questions

To learn more about how privacy works on Facebook, please check out [Privacy Basics](#).

If you have questions about this policy, here's how you can reach us:

If you live in the US or Canada...

Please contact Facebook, Inc. online or by mail at:

Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025

If you live anywhere else...

The data controller responsible for your information is Facebook Ireland Ltd., which you can contact online or by mail at:

Facebook Ireland Ltd.
4 Grand Canal Square, Grand Canal Harbour
Dublin 2, Ireland

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

EXHIBIT 10

Date of Last Revision: September 29, 2016

We give you the power to share as part of our mission to make the world more open and connected. This policy describes what information we collect and how it is used and shared. You can find additional tools and information at [Privacy Basics](#).

As you review our policy, keep in mind that it applies to all Facebook brands, products and services that do not have a separate privacy policy or that link to this policy, which we call the [“Facebook Services”](#) or [“Services.”](#)

I. What kinds of information do we collect?

Depending on which Services you use, we collect different kinds of information from or about you.

- **Things you do and information you provide.** We collect the content and other information you provide when you use our Services, including when you sign up for an account, create or share, and message or communicate with others. This can include information in or about the content you provide, such as the location of a photo or the date a file was created. We also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.
- **Things others do and information they provide.** We also collect content and information that other people provide when they use our Services, including information about you, such as when they share a photo of you, send a message to you, or upload, sync or import your contact information.
- **Your networks and connections.** We collect information about the people and groups you are connected to and how you interact with them, such as the people you communicate with the most or the groups you like to share with. We also collect contact information you provide if you upload, sync or import this information (such as an address book) from a device.
- **Information about payments.** If you use our Services for purchases or financial transactions (like when you buy something on Facebook, make a purchase in a game, or make a donation), we collect information about the purchase or transaction. This includes your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, shipping and contact details.
- **Device information.** We collect information from or about the computers, phones, or other devices where you install or access our Services, depending on the permissions you’ve granted. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the information we collect:
 - Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
 - Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
 - Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.
- **Information from websites and apps that use our Services.** We collect information when you visit or use third-party websites and apps that use our Services (like when they offer our Like button or Facebook Log In or use our measurement and advertising services). This includes information about the websites and apps you visit, your use of our Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.
- **Information from third-party partners.** We receive information about you and your activities on and off Facebook from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them.
- **Facebook companies.** We receive information about you from companies that are owned or operated by Facebook, in accordance with their terms and policies. [Learn more](#) about these companies and their privacy policies.

II. How do we use this information?

We are passionate about creating engaging and customized experiences for people. We use all of the information we have to help us provide and support our Services. Here's how:

- **Provide, improve and develop Services.** We are able to deliver our Services, personalize content, and make suggestions for you by using this information to understand how you use and interact with our Services and the people or things you're connected to and interested in on and off our Services.

We also use information we have to provide shortcuts and suggestions to you. For example, 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 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.

When we have location information, we use it to tailor our Services for you and others, like helping you to check-in and find local events or offers in your area or tell your friends that you are nearby.

We conduct surveys and [research](#), test features in development, and analyze the information we have to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.

- **Communicate with you.** We use your information to send you marketing communications, communicate with you about our Services and let you know about our policies and terms. We also use your information to respond to you when you contact us.
- **Show and measure ads and services.** We use the [information we have](#) to improve our advertising and measurement systems so we can show you relevant ads on and off our Services and measure the effectiveness and reach of ads and services. [Learn more](#) about advertising on our Services and how you can [control](#) how information about you is used to personalize the ads you see.
- **Promote safety and security.** We use the information we have to help verify accounts and activity, and to promote safety and security on and off of our Services, such as by investigating suspicious activity or violations of our terms or policies. We work hard to protect your account using teams of engineers, automated systems, and advanced technology such as encryption and machine learning. We also offer easy-to-use security tools that add an extra layer of security to your account. For more information about promoting safety on Facebook, visit the [Facebook Security Help Center](#).

We use cookies and similar technologies to provide and support our Services and each of the uses outlined and described in this section of our policy. Read our Cookie Policy to [learn more](#).

III. How is this information shared?

Sharing On Our Services

People use our Services to connect and share with others. We make this possible by sharing your information in the following ways:

- **People you share and communicate with.**

When you share and communicate using our Services, you choose the audience who can see what you share. For example, when you post on Facebook, you select the audience for the post, such as a customized group of individuals, all of your Friends, or members of a Group. Likewise, when you use Messenger, you also choose the people you send photos to or message.

[Public information](#) is any information you share with a public audience, as well as information in your [Public Profile](#), or content you share on a Facebook Page or another public forum. Public information is available to anyone on or off our Services and can be seen or accessed through online search engines, APIs, and offline media, such as on TV.

In some cases, people you share and communicate with may download or re-share this content with others on and off our Services. When you comment on another person's post or like their content on Facebook, that person decides the audience who can see your comment or like. If their audience is public, your comment will also be public.

- **People that see content others share about you.** Other people may use our Services to share content about you with the audience they choose. For example, people may share a photo of you, mention or tag you at a location in a post, or share information about you that you shared with them. If you have concerns with someone's post, social reporting is a way for people to quickly and easily ask for help from someone they trust. [Learn More](#).
- **Apps, websites and third-party integrations on or using our Services.** When you use third-party apps, websites or other services that use, or are integrated with, our Services, they may receive information about what you post or share. For example, when you play a game with your Facebook friends or use the Facebook Comment or Share button on a website, the game developer or website may get information about your activities in the game or receive a comment or link that you share from their website on Facebook. In addition, when you download or use such third-party services, they can access your [Public Profile](#), which includes your [username or user ID](#), your age range and country/language, your list of friends, as well as any information that you share with them. Information collected by these apps, websites or integrated services is subject to their own terms and policies.

[Learn more](#) about how you can control the information about you that you or others share with these apps and websites.

- **Sharing within Facebook companies.** We share information we have about you within the family of companies that are part of Facebook. [Learn more](#) about our companies.
- **New owner.** If the ownership or control of all or part of our Services or their assets changes, we may transfer your information to the new owner.

Sharing With Third-Party Partners and Customers

We work with third party companies who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our companies and provide free services to people around the world.

Here are the types of third parties we can share information with about you:

- **Advertising, Measurement and Analytics Services (Non-Personally Identifiable Information Only).** We want our advertising to be as relevant and interesting as the other information you find on our Services. With this in mind, we use all of the information we have about you to show you relevant ads. We do not share information that personally identifies you (personally identifiable information is information like name or email address that can by itself be used to contact you or identifies who you are) with advertising, measurement or analytics partners unless you give us permission. We may provide these partners with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell an advertiser how its ads performed, or how many people viewed their ads or installed an app after seeing an ad, or provide non-personally identifying demographic information (such as 25 year old female, in Madrid, who likes software engineering) to these partners to help them understand their audience or customers, but only after the advertiser has agreed to abide by our [advertiser guidelines](#).

Please review your [advertising preferences](#) to understand why you're seeing a particular ad on Facebook. You can adjust your ad preferences if you want to control and manage your ad experience on Facebook.

- **Vendors, service providers and other partners.** We transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analyzing how our Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict

confidentiality obligations in a way that is consistent with this Data Policy and the agreements we enter into with them.

IV. How can I manage or delete information about me?

You can manage the content and information you share when you use Facebook through the [Activity Log](#) tool. You can also download information associated with your Facebook account through our [Download Your Information](#) tool.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services.

You can delete your account any time. When you delete your account, we delete things you have posted, such as your photos and status updates. If you do not want to delete your account, but want to temporarily stop using Facebook, you may deactivate your account instead. To learn more about deactivating or deleting your account, click [here](#). Keep in mind that information that others have shared about you is not part of your account and will not be deleted when you delete your account.

V. How do we respond to legal requests or prevent 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. For example, we may provide information to third-party partners about the reliability of your account to prevent fraud and abuse on and off of our Services. 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.

VI. How our global services operate

Facebook may share information internally within our family of companies or with third parties for purposes described in this policy. Information collected within the European Economic Area (“EEA”) may, for example, be transferred to countries outside of the EEA for the purposes as described in this policy. We utilize standard contract clauses approved by the European Commission, adopt other means under European Union law, and obtain your consent to legitimize data transfers from the EEA to the United States and other countries.

You can contact us using the information provided below with questions or concerns. We also may resolve disputes you have with us in connection with our privacy policies and practices through TRUSTe. You can contact TRUSTe through their [website](#).

VII. How will we notify you of changes to this policy?

We’ll notify you before we make changes to this policy and give you the opportunity to review and comment on the revised policy before continuing to use our Services.

VIII. How to contact Facebook with questions

To learn more about how privacy works on Facebook, please check out [Privacy Basics](#).

If you have questions about this policy, here's how you can reach us:

If you live in the US or Canada...

Please contact Facebook, Inc. online or by mail at:

Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025

If you live anywhere else...

The data controller responsible for your information is Facebook Ireland Ltd., which you can contact online or by mail at:

Facebook Ireland Ltd.
4 Grand Canal Square, Grand Canal Harbour
Dublin 2, Ireland

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

EXHIBIT 11

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

What kinds of information do we collect?

 How do we use this information?

 How is this information shared?

 How do the Facebook Companies work together?

 How can I manage or delete information about me?

 How do we respond to legal requests or prevent harm?

 How do we operate and transfer data as part of our global services?

 How will we notify you of changes to this policy?

 How to contact Facebook with questions

[Facebook Ads Controls](#)

[Privacy Basics](#)

[Cookies Policy](#)

[Terms](#)

[More Resources](#)

[View a printable version of the Data Policy](#)

[Interactive Tools](#)

[Minors and Safety](#)

[Facebook Privacy Page](#)

[Facebook Safety Page](#)

[Facebook Site Governance Page](#)

[EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Notice](#)

Data Policy

This policy describes the information we process to support Facebook, Instagram, Messenger and other products and features offered by Facebook ([Facebook Products](#) or Products). You can find additional tools and information in the [Facebook Settings](#) and [Instagram Settings](#).

 [Return to top](#)

What kinds of information do we collect?

To provide the Facebook Products, we must process information about you. The types of information we collect depend on how you use our Products. You can learn how to access and delete information we collect by visiting the [Facebook Settings](#) and [Instagram Settings](#).

Things you and others do and provide.

- **Information and content you provide.** We collect the content, communications and other information you provide when you use our Products, including when you sign up for an account, create or share content, and message or communicate with others. This can include information in or about the content you provide (like metadata), such as the location of a photo or the date a file was created. It can also include what you see through features we provide, such as our [camera](#), so we can do things like suggest masks and filters that you might like, or give you tips on using camera formats. Our systems automatically process content and communications you and others provide to analyze context and what's in them for the purposes described [below](#). Learn more about how you can control who can see the things you [share](#).
 - Data with special protections: You can choose to provide information in your Facebook [profile fields](#) or Life Events about your religious views, political views, who you are "interested in," or your health. This and other information (such as racial or ethnic origin, philosophical beliefs or trade union membership) could be subject to special protections under the laws of your country.
- **Networks and connections.** We collect information about the people, [Pages](#), accounts, [hashtags](#) and groups you are connected to and how you interact with them across our Products, such as people you communicate with the most or groups you are part of. We also collect contact information if you [choose to upload, sync or import it from a device](#) (such as an address book or call log or SMS log history), which we use for things like helping you and others find people you may know and for the other purposes listed [below](#).
- **Your usage.** We collect information about how you use our Products, such as the types of content you view or engage with; the features you use; the actions you take; the people or accounts you interact with; and the time, frequency and duration of your activities. For example, we log when you're using and have last used our Products, and what posts, videos and other content you view on our Products. We also collect information about how you use features like our camera.

- **Information about transactions made on our Products.** If you use our Products for [purchases](#) or other financial transactions (such as when you make a purchase in a game or make a [donation](#)), we collect information about the purchase or transaction. This includes payment information, such as your credit or debit card number and other card information; other account and authentication information; and billing, shipping and contact details.
- **Things others do and information they provide about you.** We also receive and analyze content, communications and information that other people provide when they use our Products. This can include information about you, such as when others share or comment on a photo of you, send a message to you, or upload, sync or import your contact information.

Device Information

As described below, we collect information from and about the computers, phones, connected TVs and other web-connected devices you use that integrate with our Products, and we combine this information across different devices you use. For example, we use information collected about your use of our Products on your phone to better personalize the content (including [ads](#)) or features you see when you use our Products on another device, such as your laptop or tablet, or to measure whether you took an action in response to an ad we showed you on your phone on a different device.

Information we obtain from these devices includes:

- **Device attributes:** information such as the operating system, hardware and software versions, battery level, signal strength, available storage space, browser type, app and file names and types, and plugins.
- **Device operations:** information about operations and behaviors performed on the device, such as whether a window is foregrounded or backgrounded, or mouse movements (which can help distinguish humans from bots).
- **Identifiers:** unique identifiers, device IDs, and other identifiers, such as from games, apps or accounts you use, and Family Device IDs (or other identifiers unique to [Facebook Company Products](#) associated with the same device or account).
- **Device signals:** Bluetooth signals, and information about nearby Wi-Fi access points, beacons, and cell towers.
- **Data from device settings:** information you allow us to receive through device settings you turn on, such as access to your GPS location, camera or photos.
- **Network and connections:** information such as the name of your mobile operator or ISP, language, time zone, mobile phone number, IP address, connection speed and, in some cases, information about other devices that are nearby or on your network, so we can do things like help you [stream a video from your phone to your TV](#).
- **Cookie data:** data from cookies stored on your device, including cookie IDs and settings. Learn more about how we use cookies in the [Facebook Cookies Policy](#) and [Instagram Cookies Policy](#).

Information from partners.

Advertisers, app developers, and publishers can send us information through [Facebook Business Tools](#) they use, including our social plug-ins (such as the Like button), Facebook Login, our [APIs and SDKs](#), or the Facebook [pixel](#). These partners provide information about your activities off Facebook—including information about your device, websites you visit, purchases you make, the ads you see, and how you use their services—whether or not you have a Facebook account or are logged into Facebook. For example, a game developer could use our API to tell us what games you play, or a business could tell us about a purchase you made in its store. We also receive information about your online and offline actions and purchases from third-party data providers who have the rights to provide us with your information.

Partners receive your data when you visit or use their services or through third parties they work with. We require each of these partners to have lawful rights to collect, use and share your data before providing any data to us. [Learn more](#) about the types of partners we receive data from.

To learn more about how we use cookies in connection with Facebook Business Tools, review the [Facebook Cookies Policy](#) and [Instagram Cookies Policy](#).

 [Return to top](#)

How do we use this information?

We use the information we have (subject to choices you make) as described below and to provide and support the Facebook Products and related services described in the [Facebook Terms](#) and [Instagram Terms](#). Here's how:

Provide, personalize and improve our Products.

We use the information we have to deliver our Products, including to personalize features and content (including your [News Feed](#), [Instagram Feed](#), Instagram Stories and ads) and make suggestions for you (such as groups or [events](#) you may be interested in or topics you may want to follow) on and off our Products. To create personalized Products that are unique and relevant to you, we use your connections, preferences, interests and activities based on the data we collect and learn from you and others (including any [data with special protections](#) you choose to provide); how you use and interact with our Products; and the people, places, or things you're connected to and interested in on and off our Products. Learn more about how we use information about you to personalize your Facebook and Instagram experience, including features, content and recommendations in Facebook Products; you can also learn more about how we choose the [ads](#) that you see.

- **Information across Facebook Products and devices:** We connect information about your activities on different Facebook Products and devices to provide a more tailored and consistent experience on all Facebook Products you use, wherever you use them. For example, we can suggest that you join a group on Facebook that includes people you follow on Instagram or communicate with using Messenger. We can also make your experience more seamless, for example, by

automatically filling in your registration information (such as your phone number) from one Facebook Product when you sign up for an account on a different Product.

- **Location-related information:** We use [location-related information](#)—such as your current location, where you live, the places you like to go, and the businesses and people you're near—to provide, personalize and improve our Products, [including ads](#), for you and others. Location-related information can be based on things like precise device location (if you've allowed us to collect it), IP addresses, and information from your and others' use of Facebook Products (such as check-ins or events you attend).
- **Product research and development:** We use the information we have to develop, test and improve our Products, including by conducting surveys and research, and testing and troubleshooting new products and features.
- **Face recognition:** If you have it turned on, we use face recognition technology to recognize you in photos, videos and camera experiences. The face-recognition templates we create may constitute [data with special protections](#) under the laws of your country. Learn more about [how we use face recognition technology](#), or control our use of this technology in [Facebook Settings](#). If we introduce face-recognition technology to your Instagram experience, we will let you know first, and you will have control over whether we use this technology for you.
- **Ads and other sponsored content:** We use the information we have about you—including information about your interests, actions and connections—to select and personalize ads, offers and other sponsored content that we show you. Learn more about how we [select and personalize ads](#), and your choices over the data we use to select ads and other sponsored content for you in the [Facebook Settings](#) and [Instagram Settings](#).

Provide measurement, analytics, and other business services.

We use the information we have (including your activity off our Products, such as the websites you visit and ads you see) to help advertisers and other partners measure the effectiveness and distribution of their ads and services, and understand the types of people who use their services and how people interact with their websites, apps, and services. [Learn how we share information](#) with these partners.

Promote safety, integrity and security.

We use the information we have to verify accounts and activity, combat harmful conduct, detect and prevent spam and other bad experiences, maintain the integrity of our Products, and promote safety and security on and off of Facebook Products. For example, we use data we have to investigate suspicious activity or violations of our terms or policies, or to [detect when someone needs help](#). To learn more, visit the [Facebook Security Help Center](#) and [Instagram Security Tips](#).

Communicate with you.

We use the information we have to send you marketing communications, communicate with you about our Products, and let you know about our policies and terms. We also use your information to respond to you when you contact

and terms. We also use your information to respond to you when you contact us.

Research and innovate for social good.

We use the information we have (including from research partners we collaborate with) to conduct and support [research](#) and innovation on topics of general social welfare, technological advancement, public interest, health and well-being. For example, [we analyze information we have about migration patterns during crises](#) to aid relief efforts. [Learn more](#) about our research programs.



[Return to top](#)

How is this information shared?

Your information is shared with others in the following ways:

Sharing on Facebook Products

People and accounts you share and communicate with

When you share and communicate using our Products, [you choose the audience for what you share](#). For example, when you post on Facebook, you select the audience for the post, such as a group, all of your friends, the public, or a customized list of people. Similarly, when you use Messenger or Instagram to communicate with people or businesses, those people and businesses can see the content you send. Your network can also see actions you have taken on our Products, including engagement with ads and sponsored content. We also let other accounts see who has viewed their Facebook or Instagram Stories.

Public information can be seen by anyone, on or off our Products, including if they don't have an account. This includes your Instagram username; any information you share with a public audience; information in your [public profile on Facebook](#); and content you share on a Facebook Page, [public Instagram account](#) or any other public forum, such as [Facebook Marketplace](#). You, other people using Facebook and Instagram, and we can provide access to or send public information to anyone on or off our Products, including in other Facebook Company Products, in search results, or through tools and APIs. Public information can also be seen, accessed, reshared or downloaded through third-party services such as search engines, APIs, and offline media such as TV, and by apps, websites and other services that integrate with our Products.

Learn more about what information is public and how to control your visibility on [Facebook](#) and [Instagram](#).

Content others share or reshare about you

You should consider who you choose to share with, because people who can see your activity on our Products can choose to share it with others on and off our Products, including people and businesses outside the audience you shared with. For example, when you share a post or send a message to specific friends

or accounts, they can download, screenshot, or reshare that content to others across or off our Products, in person or in virtual reality experiences such as [Facebook Spaces](#). Also, when you comment on someone else's post or react to their content, your comment or reaction is visible to anyone who can see the other person's content, and that person can change the audience later.

People can also use our Products to create and share content about you with the audience they choose. For example, people can share a photo of you in a Story, mention or tag you at a location in a post, or share information about you in their posts or messages. If you are uncomfortable with what others have shared about you on our Products, you can learn how to [report the content](#).

Information about your active status or presence on our Products.

People in your networks can see signals telling them whether you are active on our Products, including whether you are currently active on [Instagram](#), [Messenger](#) or Facebook, or when you last used our Products.

Apps, websites, and third-party integrations on or using our Products.

When you choose to use third-party apps, websites, or other services that use, or are integrated with, our Products, they can receive information about what you post or share. For example, when you play a game with your Facebook friends or use a Facebook Comment or Share button on a website, the game developer or website can receive information about your activities in the game or receive a comment or link that you share from the website on Facebook. Also, when you download or use such third-party services, they can access your [public profile](#) on Facebook, and any information that you share with them. Apps and websites you use may receive your list of Facebook friends if you choose to share it with them. But apps and websites you use will not be able to receive any other information about your Facebook friends from you, or information about any of your Instagram followers (although your friends and followers may, of course, choose to share this information themselves). Information collected by these third-party services is subject to their own terms and policies, not this one.

Devices and operating systems providing native versions of Facebook and Instagram (i.e. where we have not developed our own first-party apps) will have access to all information you choose to share with them, including information your friends share with you, so they can provide our core functionality to you.

Note: We are in the process of restricting developers' data access even further to help prevent abuse. For example, we will remove developers' access to your Facebook and Instagram data if you haven't used their app in 3 months, and we are changing Login, so that in the next version, we will reduce the data that an app can request without app review to include only name, Instagram username and bio, profile photo and email address. Requesting any other data will require our approval.

New owner.

If the ownership or control of all or part of our Products or their assets changes, we may transfer your information to the new owner.

Sharing with Third-Party Partners

We work with third-party partners who help us provide and improve our Products or who use Facebook Business Tools to grow their businesses, which makes it possible to operate our companies and provide free services to people around the world. We don't sell any of your information to anyone, and we never will. We also impose strict restrictions on how our partners can use and disclose the data we provide. Here are the types of third parties we share information with:

Partners who use our analytics services.

We provide aggregated statistics and insights that help people and businesses understand how people are engaging with their posts, listings, Pages, videos and other content on and off the Facebook Products. For example, Page admins and Instagram business profiles receive information about the number of people or accounts who viewed, reacted to, or commented on their posts, as well as aggregate demographic and other information that helps them understand interactions with their Page or account.

Advertisers.

We provide advertisers with reports about the kinds of people seeing their ads and how their ads are performing, but we don't share information that personally identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us permission. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a woman between the ages of 25 and 34 who lives in Madrid and likes software engineering) to help them better understand their audience. We also confirm which Facebook ads led you to make a purchase or take an action with an advertiser.

Measurement partners.

We share information about you with companies that aggregate it to provide analytics and measurement reports to our partners.

Partners offering goods and services in our Products.

When you subscribe to receive premium content, or buy something from a seller in our Products, the content creator or seller can receive your public information and other information you share with them, as well as the information needed to complete the transaction, including shipping and contact details.

Vendors and service providers.

We provide information and content to vendors and service providers who support our business, such as by providing technical infrastructure services, analyzing how our Products are used, providing customer service, facilitating payments or conducting surveys.

Researchers and academics.

We also provide information and content to research partners and [academics](#) to conduct research that advances scholarship and innovation that support our business or mission, and enhances discovery and innovation on topics of general social welfare, technological advancement, public interest, health and well-being.

Law enforcement or legal requests.

We share information with law enforcement or in response to legal requests in the circumstances outlined [below](#).

Learn more about how you can control the information about you that you or others share with third-party partners in the [Facebook Settings](#) and [Instagram Settings](#).

 [Return to top](#)

How do the Facebook Companies work together?

Facebook and Instagram share infrastructure, systems and technology with other [Facebook Companies](#) (which include WhatsApp and Oculus) to provide an innovative, relevant, consistent and safe experience across all [Facebook Company Products](#) you use. We also process information about you across the Facebook Companies for these purposes, as permitted by applicable law and in accordance with their terms and policies. For example, we process information from WhatsApp about accounts sending spam on its service so we can take appropriate action against those accounts on Facebook, Instagram or Messenger. We also work to understand how people use and interact with Facebook Company Products, such as understanding the number of unique users on different Facebook Company Products.

 [Return to top](#)

How can I manage or delete information about me?

We provide you with the ability to access, rectify, port and erase your data. Learn more in your [Facebook Settings](#) and [Instagram Settings](#).

We store data until it is no longer necessary to provide our services and Facebook Products, or until your account is deleted - whichever comes first. This is a case-by-case determination that depends on things like the nature of the data, why it is collected and processed, and relevant legal or operational retention needs. For example, when you search for something on Facebook, you can access and delete that query from within your search history at any time, but the log of that search is deleted after 6 months. If you submit a copy of your government-issued ID for account verification purposes, we delete that copy 30 days after submission. Learn more about deletion of [content you have shared](#) and [cookie data obtained through social plugins](#).

When you delete your account, we [delete things](#) you have posted, such as your photos and status updates, and you won't be able to recover that information later. Information that others have shared about you isn't part of your account and won't be deleted. If you don't want to delete your account but want to temporarily stop using the Products, you can deactivate your account instead. To delete your account at any time, please visit the [Facebook Settings](#) and [Instagram Settings](#).

 [Return to top](#)

How do we respond to legal requests or prevent harm?

We access, preserve and share your information with regulators, law enforcement or others:

- 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 when 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.
- When we have a good-faith belief it is necessary to: detect, prevent and address fraud, unauthorized use of the Products, violations of our terms or policies, or other harmful or illegal activity; to protect ourselves (including our rights, property or Products), you or others, including as part of investigations or regulatory inquiries; or to prevent death or imminent bodily harm. For example, if relevant, we provide information to and receive information from third-party partners about the reliability of your account to prevent fraud, abuse and other harmful activity on and off our Products.

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

 [Return to top](#)

How do we operate and transfer data as part of our global services?

We share information globally, both internally within the Facebook Companies, and externally with our partners and with those you connect and share with around the world in accordance with this policy. Your information may, for example, be transferred or transmitted to, or stored and processed in the United States or other countries outside of where you live for the purposes as described in this policy. These data transfers are necessary to provide the services set forth in the [Facebook Terms](#) and [Instagram Terms](#) and to globally operate and provide our Products to you. We utilize [standard contract clauses](#), rely on the European Commission's [adequacy decisions](#) about certain countries, as applicable, and obtain your consent for these data transfers to the United States and other countries.

 [Return to top](#)

How will we notify you of changes to this policy?

We'll notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our Products.

 [Return to top](#)

How to contact Facebook with questions

You can learn more about how privacy works [on Facebook](#) and on [Instagram](#). If you have questions about this policy, you can contact us as described below. We may resolve disputes you have with us in connection with our privacy policies and practices through TrustArc. You can contact TrustArc through its [website](#).

Contact Us

You can contact us [online](#) or by mail at:

Facebook, Inc.
ATTN: Privacy Operations
1601 Willow Road
Menlo Park, CA 94025

Date of Last Revision: April 19, 2018

EXHIBIT B

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

FACEBOOK, INC., SCL GROUP LIMITED,
and CAMBRIDGE ANALYTICA LLC,

Defendants.

CIVIL ACTION NO.: 2018 CH 03863

CERTIFICATION OF JOSHUA S. LIPSHUTZ

I, Joshua S. Lipshutz, declare as follows under penalty of perjury:

1. I am partner at Gibson, Dunn & Crutcher LLP, counsel for Defendant Facebook, Inc. I have personal knowledge of the facts contained in this certification and, if called as a witness, will competently testify to those facts.

2. I submit this certification in support of Defendant Facebook, Inc.'s Motion to Dismiss or, in the Alternative, Stay Proceedings, and in support of Defendant Facebook, Inc.'s Motion for a Protective Order and to Stay Discovery.

3. Attached as Exhibit 1 is a true and accurate copy of excerpts of the transcript of a February 1, 2019 hearing on Facebook, Inc.'s motion to dismiss in *In Re: Facebook, Inc. Consumer Privacy User Profile Litigation*, No. 18-md-2843-VC (N.D. Cal.).

4. Attached as Exhibit 2 is a true and accurate copy of the Transfer Order entered on October 5, 2018 in *In re: Facebook, Inc., Consumer Privacy User Profile Litigation*, MDL No. 2843 (J.P.M.L.).

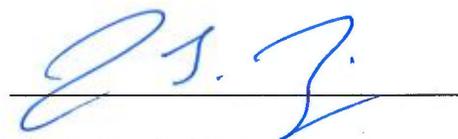
5. Attached as Exhibit 3 is a true and accurate copy of the Memorandum and Order entered on April 21, 2009 in *American Zurich Insurance Co. v. National Union Insurance Co.*, No. 08 CH 19623 (Ill Cir. Ct.).

6. Attached as Exhibit 4 is a true and accurate copy of the Order entered on April 6, 1992 in *Smith v. Prime Cable of Chicago*, No. 91 CH 12120 (Ill. Cir. Ct.).

7. Attached as Exhibit 5 is a true and accurate copy of the Order entered on March 8, 2019 in *District of Columbia v. Facebook, Inc.*, No. 2018 CA 008715 B (D.C. Super. Ct.).

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Dated: 19th day of April, 2019


Joshua S. Lipshutz

CERTIFICATE OF SERVICE

I, Debra R. Bernard, an attorney, hereby certify that on this 19th day of April, 2019, I caused to be submitted a true and correct copy of the *Certification of Joshua S. Lipshutz* to the court's electronic filing system. I have also caused a true and correct copy of the same to be delivered by email to:

Jay Edelson
Edelson PC
350 N. LaSalle Street, 14th Floor
Chicago, IL 60654
jedelson@edelson.com

I have also caused a true and correct copy of the same to be delivered by mail to:

Salvatore LaMonica
LaMonica Herbst & Maniscalco, LLP
3305 Jerusalem Avenue
Wantagh, NY 11793
SL@lhmlawfirm.com

Trustee Administering Cambridge Analytica LLC Estate

SCL Group
4 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1EE
UNITED KINGDOM

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct.

By: /s/ Debra R. Bernard
Debra R. Bernard

EXHIBIT 1

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Before The Honorable Vince Chhabria, Judge

In Re: Facebook, Inc.,)	
Consumer Privacy User)	
Profile Litigation)	
)	
)	
)	
)	

No: 18-md-2843 VC

San Francisco, California
Friday, February 1, 2019

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For Plaintiffs: Keller Rohrback, LLP
1201 3rd Avenue, Suite 3200
Seattle, WA 98101
BY: DEREK W. LOESER, ESQ.
CARI LAUFENBERG, ESQ.

Bleichmar Fonti & Auld, LLP
555 12th Street, Suite 1600
Oakland, CA 94607
BY: LESLEY E. WEAVER, ESQ.
JOSH SAMRA, ESQ.

For Facebook: Gibson Dunn and Crutcher
200 Park Avenue
New York, NY 10166
BY: ORIN SNYDER, ESQ.

Gibson Dunn and Crutcher
555 Mission Street, Suite 3000
San Francisco, CA 94105
BY: JOSHUA LIPSHUTZ, ESQ.
KRISTIN LINSLEY, ESQ.
CHRISTOPHER LEACH, ESQ.

Reported By: Vicki Eastvold, RMR, CRR
Official Reporter

1 for app developers, was operating underneath.

2 And what it meant, really -- and not to make a television
3 reference -- but this is kind of like Westworld. There are two
4 realities going on at the same time. So I think I'm having a
5 private interaction with my friend, and instead there's an army
6 of companies who are reviewing that interaction, analyzing it
7 to figure out how to target me. They are getting realtime
8 responses. They're going to Facebook and saying, Hey, we want
9 to ping them. And Facebook is letting them know how you
10 respond.

11 So what's so offensive about it, and what's so troubling
12 about it -- and really it's a public policy problem for all of
13 us -- is that it's a one-way mirror. So I'm standing in this
14 room and I'm getting these messages --

15 **THE COURT:** But rhetorically, that all sounds great,
16 but the reality is that notwithstanding the statement that you
17 just identified from the complaint, you choose the audience who
18 can see what you share. I mean, that is qualified by other
19 statements that Facebook makes along the lines of, you know,
20 these third-party apps can get information from your friends
21 about you. And your friends can choose to allow third-party
22 apps to access all this information about you. And whatever
23 your friends can see about you, these third-party apps are
24 going to be able to see about you unless change your settings.

25 **MS. WEAVER:** No. Even if you change your settings.

1 **THE COURT:** Well, no. You can change your settings.
2 But it also discloses. The point is that it discloses that you
3 can change your settings to significantly limit the amount of
4 information that friends can share about you. But there is
5 some information that your friends will always be able to share
6 about you unless you completely turn off this app setting.

7 **MS. WEAVER:** That's for apps.

8 **THE COURT:** But the point is that it's disclosed.

9 **MS. WEAVER:** And for business partners, there's
10 nothing you can do to prevent business partners from getting
11 it. And if you think that the disclosure about service
12 partners --

13 **THE COURT:** Right, but we're talking about apps now.
14 We're talking about the apps. So I do understand. And I will
15 tell you that I hadn't adequately focused on this one sentence
16 can only use that contact and information with your friend,
17 right? That is an issue. I understand.

18 But putting that aside, I just -- with respect to the apps
19 -- and maybe that one sentence is enough for you. But with
20 respect to the apps, if you're merely talking about what
21 Facebook said and you're not talking about how prominently
22 Facebook made the disclosure, but just the words that it used,
23 it seems like the words contain everything.

24 You read those words and -- you know, you know, look,
25 let's face it, nobody takes the time to read those words. But

1 the law sort of presumes that people reads the words, generally
2 speaking, which is why I asked about whether the prominence of
3 it matters. But if you read the words, you come away knowing
4 that even if you limit your settings so that you're sharing
5 only with friends, these third-party apps can communicate with
6 your friends and get all of the information that your friends
7 have access to unless you further change your settings. And
8 then even then, you can further change your settings, but if
9 you want to have a meaningful Facebook experience, apps are
10 still going to get some subset of information about you. All
11 of that seems to be disclosed.

12 **MR. LOESER:** Your Honor, now you're getting tag
13 teamed. Hope that's okay.

14 But I would suggest to you that when the FTC -- and we're
15 not litigating the FTC's case. But when we're evaluating
16 whether these disclosures, whether they're content, which is
17 what we've been talking about, is sufficient and whether their
18 placement which -- their prominence is sufficient, the FTC
19 looked at the same things we're talking about and said it's not
20 sufficient. The content is not sufficient and the placement is
21 not sufficient. And it told them you have to fix it.

22 **THE COURT:** When did the consent decree get entered
23 into?

24 **MR. LOESER:** 2012.

25 **MS. WEAVER:** It was started in 2011.

EXHIBIT 2

UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION

IN RE: FACEBOOK, INC., CONSUMER
PRIVACY USER PROFILE LITIGATION

MDL No. 2843

TRANSFER ORDER

Before the Panel:* Plaintiff in the action listed on Schedule A (*People of Illinois*) moves under Panel Rule 7.1 to vacate our order conditionally transferring the action to MDL No. 2843. Defendant Facebook, Inc., opposes the motion.

After considering all arguments, we find this action involves common questions of fact with the actions previously transferred to MDL No. 2843, and that transfer under 28 U.S.C. § 1407 will serve the convenience of the parties and witnesses and promote the just and efficient conduct of the litigation. The actions in MDL No. 2843 arise out of allegations that Cambridge Analytica and other defendants exploited Facebook's platform to obtain user data, and that Facebook should have imposed more robust controls on the use of data by third party applications to prevent this conduct. *See In re: Facebook, Inc., Consumer Privacy User Profile Litig.*, MDL No. 2843, __ F. Supp. 3d __, 2018 WL 3014953, ECF No. 140 (J.P.M.L. Jun. 6, 2018). Plaintiff does not dispute that this action shares factual questions with the MDL No. 2843 actions. The *People of Illinois* action involves allegations, similar to those in the MDL No. 2843 actions, that Cambridge Analytica improperly gathered the personal data of Facebook users using the app "thisisyourdigitallife," and that Facebook allowed and encouraged this kind of data collection.

Plaintiff argues, *inter alia*, that (1) *People of Illinois* is unique because it is a government enforcement action; (2) the MDL No. 2843 consumer actions will involve issues not relevant to *People of Illinois*, including standing, damages suffered by plaintiffs, and class certification; (3) transfer will impinge on the state's sovereign prerogative to select who represents it and, therefore, *People of Illinois* will require a separate track and relief from case management orders, which will be inefficient; and (4) the Panel should delay transfer to allow the transferor court to rule on the pending motion for remand to state court.

The Panel routinely transfers actions brought by states which enjoy certain sovereign defenses in our federal system.¹ And the Panel recently has rejected the argument that a sovereign

* Judge Charles R. Breyer and Judge Ellen Segal Huvelle took no part in the decision of this matter.

¹ *See, e.g.*, Transfer Order at 1-2, *In re: Auto Body Shop Antitrust Litig.*, MDL No. 2557 (continued...)

-2-

entity should not be subject to Section 1407 transfer so that it can retain control over its counsel. *See* Transfer Order, MDL No. 2804, ECF No. 1134 at p. 2 (J.P.M.L. Apr. 5, 2018) (“Plaintiff’s counsel can ask to join the MDL leadership and, of course, plaintiff may keep its own lawyers throughout the proceeding.”).

Section 1407 transfer “does not require a complete identity of common factual issues or parties as a prerequisite to transfer, and the presence of . . . differing legal theories is not significant where, as here, the actions still arise from a common factual core.” *In re: Auto Body Shop Antitrust Litig.*, 37 F. Supp. 3d 1388, 1390 (J.P.M.L. 2014). Though there may be some legal issues that are unique to this action, discovery between this action and the consumer class actions will overlap significantly. We therefore are persuaded that inclusion of this action will result in efficiencies. The transferee judge can accommodate any unique interests that may arise because *People of Illinois* is a government enforcement action. While it might inconvenience some parties, transfer of a particular action often is necessary to further the expeditious resolution of the litigation taken as a whole. *See, e.g., In re: IntraMTA Switched Access Charges Litig.*, 67 F. Supp. 3d 1378, 1380 (J.P.M.L. 2014). Moreover, if the transferee judge determines that *People of Illinois* is best excluded from centralized proceedings, procedures are available whereby this may be accomplished with a minimum of delay. *See* Panel Rules 10.1-10.3.

We will not delay a ruling on the motion to vacate to allow the transferor judge to rule on the pending motion for remand. Jurisdictional issues do not present an impediment to transfer, as plaintiff can present these arguments to the transferee judge.² *See, e.g., In re: Prudential Ins. Co. of Am. Sales Practices Litig.*, 170 F. Supp. 2d 1346, 1347-48 (J.P.M.L. 2001).

¹(...continued)

(J.P.M.L. Dec. 12, 2014), ECF No. 306 (transferring enforcement action brought by the State of Louisiana to MDL involving private antitrust actions alleging industry-wide conduct to suppress reimbursement rates for automobile collision repair shops); Transfer Order at 1-2, *In re: Fresenius GranuFlo/NaturaLyte Dialysate Prods. Liab. Litig.*, MDL No. 2428, at 1-2 (J.P.M.L. Jun. 4, 2014), ECF No. 660 (rejecting Mississippi Attorney General’s argument that state action should not be centralized with actions brought by individuals).

² Moreover, under Panel Rule 2.1(d), the pendency of a conditional transfer order does not limit the pretrial jurisdiction of the court in which the subject action is pending. Between the date a remand motion is filed and the date that transfer of the action to the MDL is finalized, a court generally has adequate time to rule on a remand motion if it chooses to do so.

-3-

IT IS THEREFORE ORDERED that the action listed on Schedule A is transferred to the Northern District of California and, with the consent of that court, assigned to the Honorable Vince Chhabria for inclusion in the coordinated or consolidated pretrial proceedings.

PANEL ON MULTIDISTRICT LITIGATION



Sarah S. Vance

Chair

Marjorie O. Rendell
R. David Proctor

Lewis A. Kaplan
Catherine D. Perry

FILED DATE: 4/19/2019 3:29 PM 2018ch03868

**IN RE: FACEBOOK, INC., CONSUMER
PRIVACY USER PROFILE LITIGATION**

MDL No. 2843

SCHEDULE A

Northern District of Illinois

PEOPLE OF THE STATE OF ILLINOIS, EX REL. KIMBERLY M. FOXX v.
FACEBOOK, INC., C.A. No. 1:18-02667

EXHIBIT 3

for Fellowes again denying coverage on the grounds that the Agreement excluded indemnification for Fellowes' negligence and the Leake complaint alleged negligence on the part of Fellowes. (Am. Complaint, ¶¶22-23). The letter further stated that coverage was denied because the Agreement excluded indemnification for the operation or use by assigned employees of any vehicle or forklift. (*Id.*). On November 1, 2007, general counsel for Fellowes sent a letter to AIG addressing AIG's denials stating that Fellowes believed that the additional insured endorsement referred to in AIG's January 16, 2007 letter required National Union to provide coverage for the Leake Suit. (Am. Complaint, ¶Ex. 17). The letter further stated that Fellowes had recently received a complete copy of the National Union Policy and was unclear why AIG had failed to disclose the existence of two other additional insured endorsements to the policy which in Fellowes' opinion also required National Union to provide coverage. (*Id.*). The letter asked AIG to reconsider its position and provide coverage. (*Id.*). On December 7, 2007, AIG sent a letter to general counsel for Fellowes reiterating its previous reasons for denying coverage and further stating that the two other additional insured endorsements referred to by Fellowes did not provide coverage given the exclusions of the Agreement. (Complaint, Ex. 18).

National Union has not defended Fellowes under a reservation of rights and has not filed a declaratory judgment action seeking a ruling on its duty to provide coverage under the policy. (Am. Complaint, Count IV, ¶58). On June 4, 2008, Zurich and Fellowes filed a Complaint for Declaratory Judgment against National Union and Leake. Zurich and Fellowes have now filed an Amended Complaint. Count I seeks a declaration that National Union has a duty to defend Fellowes in the Leake Suit. Count II alleges that National Union is estopped from denying coverage. In Count III, Zurich seeks equitable reimbursement from National Union. In Count IV, Fellowes alleges that National Union has violated Section 155 of the Illinois Insurance Code.

National Union has filed an Answer to Counts I, II and III of the Amended Complaint denying that Fellowes is an additional insured under the National Union Policy and that Plaintiffs have any rights under the National Union Policy. National Union has also filed an Amended Counterclaim for Declaratory Judgment seeking a declaration that Fellowes does not qualify as an additional insured under the National Union Policy.

II. Motion to Stay Count IV

National Union is moving to stay Count IV, the §155 claim, based on its representation that it intends to "promptly" seek judgment on the pleadings on Counts I, II and III based on its position that Fellowes is not an additional insured under the National Union Policy. National contends that this court should stay discovery on Count IV pending a resolution of its intended motion for judgment on the pleadings. Generally, the remedy set forth in §155 of the Illinois Insurance Code, 215 ILCS 5/155, applies only to the parties insured under the policy and their assignees. *Yassin v. Certified Grocers of Illinois, Inc.*, 133 Ill. 2d 458, 465 (1990). If Fellowes is not an additional insured under the National Union Policy, it is not entitled to pursue remedies under §155 for National Union's alleged bad faith in denying coverage.

National Union has not cited to any Illinois case law involving a stay of a §155 claim and Fellowes has not cited to any Illinois authority which prohibits such a stay. However, a trial court has the inherent authority to stay proceedings including to grant a stay for purposes of

judicial economy. Vasa North Atlantic Ins. Co. v. Selcke, 261 Ill. App. 3d 626, 628 (1st Dist. 1994). National Union is not seeking to stay the case as a whole, but is seeking to stay discovery only as to Count IV pending the outcome of a motion for judgment on the pleadings. Fellowes has not offered any convincing reason why discovery should go forward on Count IV when this case is subject to a motion for judgment on the pleadings which may possibly decide the case in its entirety. Fellowes admits that he will not be able to succeed on his §155 claim if he is not an insured under the National Union Policy. (Response at 3). The fact that the underlying case is set for trial on August 8, 2009 is not a reason to allow discovery to go forward on Count IV prior to any decision on a motion for judgment on the pleadings. Nor is Fellowes' argument that two-phase discovery would be necessary if Count IV is stayed convincing. Any discovery in Counts I, II and III at this time would most likely be limited given the nature of the issues and the anticipated motion for judgment on the pleadings. A stay of discovery as to Count IV would be reasonable. However, National Union must promptly file its motion for judgment on the pleadings and, if unsuccessful, the stay will be immediately lifted.

III. Motion to Dismiss Count IV (§2-615)

In the alternative, National Union has filed a motion to dismiss Count IV for failure to state a cause of action. National Union argues that the allegations of unreasonable and vexatious conduct on the part of National Union in violation of 215 ILCS 5/155 are conclusory and insufficient.

A §2-615 motion to dismiss "challenges the legal sufficiency of the complaint." Chicago City Day School v. Wade, 297 Ill. App. 3d 465, 469 (1st Dist. 1998) The relevant inquiry is whether sufficient facts are contained in the pleadings which, if proved, would entitle a plaintiff to relief. Id. "Such a motion does not raise affirmative factual defenses but alleges only defects on the face of the complaint." Id. "A section 2-615 motion admits as true all well-pleaded facts and reasonable inferences that can be drawn from those facts, but not conclusions of law or conclusions of fact unsupported by allegations of specific facts." Talbert v. Home Savings of America, 265 Ill. App. 3d 376, 379-80 (1st Dist. 1994).

Section 155 of the Illinois Insurance Code provides for the imposition of a penalty and attorney's fees against an insurer for "vexatious or unreasonable" action or delay with regard to an insured's claim. 215 ILCS 5/155 (2008). "An award under section 155 is proper where an insurer has acted vexatiously and unreasonably in refusing to defend its insured." Employers Ins. v. Ehlco Liquidating Trust, 186 Ill. 2d 127, 159 (1999).

Count IV incorporates all the allegations of Fellowes' efforts to obtain coverage from National Union and AIG's denials of coverage on National Union's behalf. Count IV further alleges that National Union engaged in vexatious and unreasonable conduct by: (1) failing to disclose the National Union policy contained two other additional insured endorsements; (2) failing to defend Fellowes under a reservation of rights or file a declaratory judgment action; and (3) forcing Fellowes to file the instant lawsuit to compel National Union to honor the policy. (Count IV, ¶¶57-59).

National Union contends that the allegations of Count IV are insufficient citing to Scudella v. Illinois Farmers Insurance Co., 174 Ill. App. 3d 245 (1st Dist. 1988). In Scudella, however, the insured alleged only that the insurer “unreasonably delayed and refused to pay” without any factual support. Id. at 252. Count IV together with the incorporated allegations alleges that National Union owes coverage to Fellowes and sets forth a course of denials of coverage on behalf of National Union over the course of two years in which National Union allegedly withheld information about the policy, never offered a defense under a reservation of rights, and never filed a declaratory action which required Fellowes to file suit to obtain a declaration of its rights under the policy. Count IV contains factual support for a claim under Section 155. See, e.g., Ehlco, 186 Ill. 2d at 160 (finding basis for §155 penalties based in part on the insurer’s continual refusal to defend and lengthy delay in filing a declaratory action); Korte Constr. Co. v. American States Ins. Co., 322 Ill. App. 3d 451, 460-61 (5th Dist. 2001)(finding violation of §155 where insurer refused a defense despite repeated requests and failed to file a declaratory action forcing the insured to do so and thereby abandoning its insured).

National Union further argues that Count IV fails to state a cause of action because it had a *bona fide* reason to deny coverage and informed Fellowes of those reasons. While it is true that a *bona fide* reason for denying coverage is a basis for finding no violation of §155, Morris v. Auto-Owners Ins. Co., 239 Ill. App. 3d 500, 503 (4th Dist. 1993), there has been no finding that National Union’s denial of coverage was *bona fide* and this issue cannot be decided on a Section 2-615 motion to dismiss.

Finally, National Union suggests that the fact that Zurich is providing a defense for Fellowes supports dismissal of Count IV. National Union, however, cites to no case law which excuses vexatious and unreasonable conduct by an insured simply because another insurer provides a defense. The motion to dismiss Count IV is denied.

IV. Conclusion

National Union’s motion to stay discovery as to Count IV is granted conditioned upon National Union’s filing of a motion for judgment on the pleadings or other dispositive motion within 21 days of the entry of this order. National Union’s motion to dismiss in the alternative is denied. National Union shall answer or otherwise plead to Count IV within 21 days of entry of this order. The hearing date of April 22, 2009 at 11:00 a.m. is stricken. This case is set for status on May 19, 2009 at 9:30 a.m. in Room 2308.



Judge Mary K. Rochford

EXHIBIT 4

019-0807
92-74

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

RONALD SMITH and HELEN SMITH,)
on behalf of themselves and)
all other persons similarly)
situated,)

Plaintiffs,)

vs.)

91 CH 12120

PRIME CABLE OF CHICAGO, a)
Texas Corporation, PAY-PER-)
VIEW NETWORK, INC., a/k/a,)
VIEWER'S CHOICE/PAY-PER VIEW,)
a New York Corporation,)
CABLEVISION PUBLICATIONS, INC.)
a New Jersey Corporation,)
PRO-TOURS, INC., an Oklahoma)
Corporation, and EASTMAN)
KODAK, a New York Corporation,)
on behalf of themselves and)
all other persons and entities)
similarly situated,)

Defendants.)

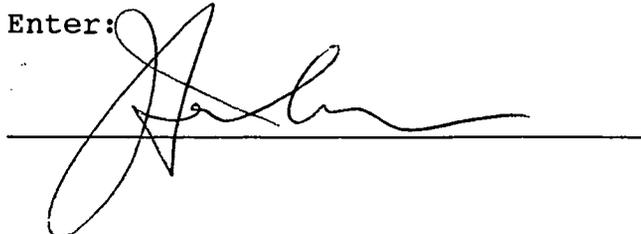
ENTERED
CLERK OF THE CIRCUIT COURT
AURELIA PUCINSKI
APR 6 1992
JUDGE JOHN F. HOURIHANE #497
DEPUTY CLERK

ORDER

This matter coming to be heard on the Defendants' Joint Motion To Quash Written Discovery and For a Protective Order, due notice having been given and the court being fully advised in the premises, it is hereby ordered:

- 1) Defendants' motion to Quash and Stay discovery is granted;
- 2) Discovery is stayed until Defendants' Motion to Dismiss is resolved;
- 3) Defendants shall have until April 14, 1992 to reply in further support of their motion to dismiss;
- 4) Hearing is set for May 13, 1992 at 10:30 am without further notice.

Enter:



Francis A. Citera
POPE & JOHN, LTD.
311 S. Wacker Drive
Suite 4200

Chicago, Illinois 60606
(312) 362-0200

92CH19 807

C

236

EXHIBIT 5

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

DISTRICT OF COLUMBIA,
Plaintiff,

vs.

FACEBOOK, INC.,
Defendant.

)
)
) **Case number: 2018 CA 008715 B**
)
)

)
) **Judge Fern Flanagan Saddler**
)
)

ORDER

This matter is before the Court based upon Defendant Facebook, Inc.'s Motion for a Protective Order and to Stay Discovery, filed on February 1, 2019, and Plaintiff District of Columbia's Opposition thereto, filed on February 15, 2019. The parties came before the Court for a Motion hearing on March 6, 2019.

In the instant motion, Defendant requests that an order staying discovery be issued pending resolution of Defendant's Motion to Dismiss, which is currently pending before this Court. Defendant argues that staying discovery will conserve the Court's and the parties' resources, and that it is routine for District of Columbia courts to grant stay orders pending resolution of dispositive motions. Additionally, Defendant contends that proceeding with discovery would be particularly burdensome for Defendant at this stage of the lawsuit. Defendant further argues that two other matters involving Defendant, namely, a multi-district litigation (MDL) lawsuit in the Northern District of California and a Federal Trade Commission (FTC) investigation, involve similar allegations and complaints against Defendant. Defendant argues that the Court should stay the present proceedings pending resolution of these other matters.

Plaintiff opposes Defendant's motion on grounds that the MDL lawsuit and FTC investigation are irrelevant to the instant case. Plaintiff notes that the MDL lawsuit involves

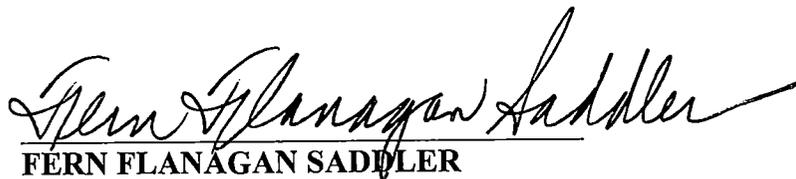
private plaintiffs in a class action suit against Defendant, while the FTC investigation concerns a 2012 Consent Order between Defendant and the FTC. Plaintiff argues that the instant case involves a law enforcement action brought against Defendant, and that discovery in the present case will have no bearing on Defendant's other matters.

The Court finds that a stay is warranted in the present context. The Court notes that Defendant's Reply brief to Plaintiff's Opposition to the Motion to Dismiss is due by March 20, 2019, and that a hearing on Defendant's Motion to Dismiss is set for March 22, 2019. As the Motion to Dismiss is not yet fully briefed and argued before this Court, the Court does not find it is in either party's interest to continue discovery at this time. Therefore, the Court will stay the proceedings pending the resolution of Defendant's Motion to Dismiss.

Accordingly, upon consideration of the representations made, the entire record herein, and for good cause shown, it is this 8th day of March 2019, *nunc pro tunc* March 6, 2019, hereby

ORDERED that Defendant Facebook, Inc.'s Motion for a Protective Order and to Stay Discovery is **GRANTED**. It is

FURTHER ORDERED that all parties shall appear for an Initial Scheduling Conference on **Friday, March 22, 2019 at 3:00 p.m. in Courtroom 100** at the Superior Court of the District of Columbia, 500 Indiana Avenue, Northwest, Washington, D.C. 20001.


FERN FLANAGAN SADDLER
ASSOCIATE JUDGE

COPIES TO:

Benjamin Wiseman, Esquire
Randolph Chen, Esquire
Robyn Bender, Esquire
Jimmy Rock, Esquire
Assistant Attorney Generals for the District of Columbia
Office of the Attorney General for the District of Columbia
(via e-service)

Joshua Lipshutz, Esquire
Chantale Fiebig, Esquire
Counsels for Defendant
(via e-service)