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Brian Hennessy, State Bar No. 226721
BHennessy@perkinscoie.com
PERKINS COIE LLP
3150 Porter Drive
Palo Alto, CA 94304-1212
Telephone: 650.838.4300
Facsimile: 650.838.4350

Laura Ewbank, *pro hac vice application to follow*
LEwbank@perkinscoie.com
PERKINS COIE LLP
1201 Third Avenue, Suite 4900
Seattle, Washington 98101
Telephone: 206.359.8000
Facsimile: 206.359.9000

Attorneys for Plaintiff
FACEBOOK, INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

FACEBOOK, INC., a Delaware
corporation,

                        Plaintiff,

          v.

CHRISTOPHER PETER TARQUINI, an
individual,

                        Defendant.

Case No. CV 13 5312

COMPLAINT FOR:

1) **BREACH OF CONTRACT**
2) **VIOLATION OF 18 U.S.C. § 1030**
3) **VIOLATION OF CALIFORNIA PENAL CODE § 502(c)**

[DEMAND FOR JURY TRIAL]

I. INTRODUCTION

1.   Defendant Christopher Peter Tarquini is a recidivist spammer and abuser of Facebook's services. Tarquini orchestrated and participated in an elaborate scheme that inundated Facebook users with messages purporting to link to pornographic images of celebrities. The messages were deceptive. When Facebook users clicked on the messages, the messages (and suggestive images associated with those messages) were automatically shared with the users'

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-1-   COMPLAINT AND DEMAND FOR JURY TRIAL
                                                          Case No.

1 Facebook friends, and the browsers of the users who clicked on the messages were redirected to

2 marketing websites that paid Tarquini and his associates a commission for the referral traffic. In

3 short, Facebook users who clicked on Tarquini's deceptive messages immediately, and without

4 their knowledge or consent, became unknowing participants in and victims of Tarquini's scam.

5   2.   Facebook expended significant resources to identify Tarquini and stop his scam.

6   3.   Even after Facebook notified Tarquini that his conduct violated Facebook's rights,

7 and even after Facebook terminated Tarquini's Facebook account and informed Tarquini that he

8 was no longer authorized to access Facebook's website and services, Tarquini continued to access

9 Facebook.

10   4.   Facebook brings this action to stop Tarquini's unlawful abuse of Facebook's

11 services and to recover as damages all profits obtained by Tarquini as a result of his

12 Facebook-related schemes. Facebook also seeks compensatory damages, costs, and reasonable

13 attorney's fees and such other relief as the Court deems just and proper.

II. PARTIES

15   5.   Plaintiff Facebook, Inc. is a Delaware corporation with its principal place of

16 business in Menlo Park, California.

17   6.   Defendant Christopher Peter Tarquini is a resident of Marlton, New Jersey.

III. JURISDICTION AND VENUE

19   7.   This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1331

20 because Facebook alleges that Tarquini violated the federal Computer Fraud and Abuse Act,

21 18 U.S.C. § 1030. This Court has supplemental jurisdiction over Facebook's state-law claims under

22 28 U.S.C. § 1367.

23   8.   In addition or alternatively, this Court has subject-matter jurisdiction over this

24 action under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between the

25 parties and the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and

26 costs.

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-2-   COMPLAINT AND DEMAND FOR JURY TRIAL
Case No.

9.   This Court has personal jurisdiction over Tarquini. Facebook's Statement of Rights and Responsibilities ("Statement") designates courts within the Northern District of California as the forum for resolving claims arising out of a breach of Facebook's Statement. Facebook's Platform Policies are incorporated into the Statement. Tarquini, a Facebook user and developer, agreed to comply with Facebook's Statement and Platform Policies when he joined Facebook, accessed Facebook, and/or used Facebook's services.

10.   In addition or alternatively, this Court also has personal jurisdiction over Tarquini because his unlawful activities are targeted at Facebook, which is headquartered in California; because Tarquini has conducted and still conducts substantial, continuous, and systematic business within this district; because Tarquini engaged in acts outside of this district which he knew would cause injury within this district; and because the claims alleged in this Complaint arise out of or are related to Tarquini's forum-related activities.

11.   Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because Tarquini agreed to comply with Facebook's Statement, which designates that claims arising out of a breach of Facebook's Statement be resolved in a forum that encompasses the Northern District of California.

IV.   INTRADISTRICT ASSIGNMENT

12.   Assignment to the San Francisco Division of this Court is appropriate under Civil L.R. 3-2 because Facebook's principal place of business is in San Mateo County.

V.   FACTS

A.   Facebook Background and Service

13.   Facebook offers an online social networking service that enables people to connect and share with their friends and family. The service facilitates the sharing of information through the social graph—a digital mapping of people's real-world social connections. As of the filing of this Complaint, more than one billion people use Facebook each month.

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-3-   COMPLAINT AND DEMAND FOR JURY TRIAL
Case No.

14.   To use Facebook, a person must sign up, provide his or her name, provide a valid email address or verified mobile telephone number, and agree to the terms and conditions contained in Facebook's Statement.

15.   After registering for a Facebook account, users can, among other things, share information about themselves, as well as upload and share photos, videos, contact details, education and work history, and other information. Users can connect to other users as Facebook "friends" and can share stories and content with other Facebook users. In addition, Facebook users can also send private messages to other users, much like emails and instant messages.

16.   Facebook also provides each user a "News Feed" or "home" page; this is the first page shown to Facebook users when they log into their Facebook accounts. The News Feed allows a user to view and interact with the recent stories, photos, and links shared by the user's Facebook friends, or other people and Facebook Pages that the user follows.

17.   Facebook offers a platform for developers ("Platform" or "Facebook Platform") that enables third parties to build applications ("Platform Applications") and websites that, with users' consent and subject to applicable terms and policies (discussed below), integrate with Facebook. Developers who use Facebook ("Facebook Developers") agree to Facebook's Platform Policies and Facebook's Statement.

18.   Facebook controls the ability of a third-party application to access the Facebook Platform by issuing an access token—a string of characters that identifies a user who has authorized the application to access his or her data, the requesting application, and the permission granted to the application. In practice, an access token functions as a temporary password that provides the requesting application a time-bound permission to access certain types of data, such as the user's name, location, or list of friends, and to perform actions on behalf of the user, such as posting messages on their behalf.

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COMPLAINT AND DEMAND FOR JURY TRIAL
Case No.

B.   Tarquini Agreed to Facebook's Terms: the Statement and the Platform Policies

19.   Tarquini agreed to comply with the Statement when he created his Facebook account and continued to use or access Facebook. A true and correct copy of Facebook's current Statement is incorporated here by reference and attached as **Exhibit A**.

20.   Tarquini also agreed to Facebook's Platform Policies by creating and operating Platform Applications, and by accessing and using Facebook user access tokens. A true and correct copy of Facebook's current Platform Policies is incorporated here by reference and attached as **Exhibit B**

21.   Thus, when Tarquini initially registered for an account, Facebook allowed him to access Facebook's protected computers to create an account and to develop Facebook Applications. However, the scope of this access was limited by certain prohibitions in the Statement and Platform Policies. At all times relevant to this Complaint, Tarquini was bound by Facebook's Statement and Facebook's Platform Policies.

22.   Facebook's terms prohibit, among other things:

- Creating a new account after a prior account is disabled;

- Soliciting login information or accessing an account belonging to someone else;

- Posting content that is pornographic;

- Collecting users' information without their consent;

- Accessing Facebook using automated means without Facebook's prior permission;

- Using Facebook to do anything unlawful or misleading; and

- Facilitating or encouraging violations of Facebook's terms.

C.   Tarquini Violated Facebook's Statement and Platform Policies and Exceeded his Right to Access Facebook By Using Software Scripts to Steal Facebook Access Tokens

23.   Tarquini designed software scripts—that is, lists of commands that automate actions on the Internet—that tricked Facebook users into providing their Facebook access tokens to Tarquini and his associates. With those access tokens, Tarquini and his associates were able to automatically access and take control of the users' Facebook accounts and post unwanted,

1   deceptive communications across Facebook that, when clicked, redirected the users' browsers to

2   third-party websites that paid Tarquini and/or his associates for the referral traffic.

3   24.   One such script developed by Tarquini was called "Jacked." Tarquini used the

4   Jacked script to post deceptive messages, images, and links, such as those described in this

5   Complaint. Tarquini also distributed the script to an unknown number of associates to use for their

6   own commercial gain.

7   25.   In one of his campaigns, beginning on or about February 28, 2013, Tarquini used the

8   Jacked script to automatically post messages, images, and links to what purported to be a sex tape

9   featuring celebrities Justin Bieber and Selena Gomez:

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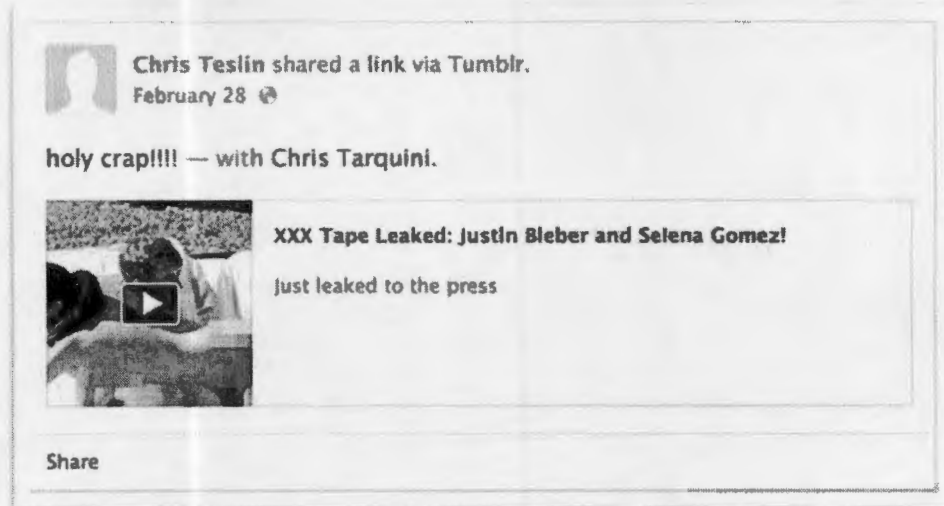
20   26.   When a user clicked on these messages, the user's browser was redirected to a

21   non-Facebook website. That website, in turn, contained a doctored blurred image of what appeared

22   to be Mr. Bieber and Ms. Gomez:

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-6-   COMPLAINT AND DEMAND FOR JURY TRIAL
                                               Case No.

27.   The image was designed to look like a still shot from a video, and suggested to the user that clicking the image would allow access to a leaked sex tape. Instead, when the user clicked on the image, the user was prompted to grant access to the user's Facebook account and allow a Platform Application to take actions on the user's behalf.

28.   Next, Jacked presented the user with a "Verification Code," purportedly for the purpose of verifying that a human being was trying to access the Platform Application, as opposed to automated "bot" or other malicious program.

COMPLAINT AND DEMAND FOR JURY TRIAL
Case No.

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29.   The user was then instructed to copy and paste—the "Ctrl + V" key

combination—the access token generated by Jacked into the address bar of the user's browser.

Final Step

To submit your verification code , press the key combination below:

    Ctrl + V
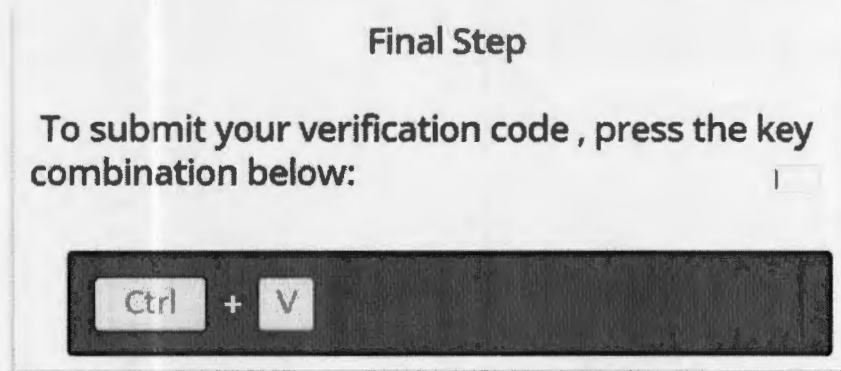
30.   By pasting the access token into the address bar, the user unwittingly provided

Tarquini access to and control of the Facebook user's session. In other words, Tarquini was able to

hijack the user's account. Tarquini then used the user's hijacked account to spread his scam across

Facebook's network by posting links to the fake Bieber/Gomez sex tape using the message, image,

and share functions on Facebook.

31.   Tarquini's scam made Tarquini's fraudulent messages and posts appear to be

legitimate content shared by users' Facebook friends.

32.   Users who clicked on Tarquini's fraudulent messages and posts never saw the

advertised video (because none existed). Instead, after unwittingly sharing their access token and

giving access of their Facebook accounts to Tarquini, victims were redirected to third-party

marketing websites that paid Tarquini and/or his associates for the referral traffic.

33.   Upon information and belief, Tarquini and/or his associates realized substantial

profits from the referral traffic, including commission payments and other consideration.

D.   Tarquini Continues to Access Facebook Without Authorization

34.   On March 11, 2013, Facebook, through counsel, personally served Tarquini with a

cease-and-desist letter demanding that Tarquini stop violating Facebook's Statement and Platform

Policies. In that same letter, Facebook expressly revoked Tarquini's permission to access

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-8-   COMPLAINT AND DEMAND FOR JURY TRIAL
                                              Case No.

1 Facebook's website, services, and Platform, and made clear that any further access to, or activity

2 on, Facebook's site or use of Facebook's services would be without authorization.

3   35.   On or about that same day, Facebook took additional technical measures to block

4 Tarquini's access to Facebook by disabling his known Facebook account and applications.

5   36.   Tarquini responded to the March 11 letter and admitted that he had created the

6 Jacked script that was used in the Bieber/Gomez spam campaign; admitted that he had distributed

7 the script to a number of associates; and admitted that the Bieber/Gomez spam campaign redirected

8 users to a non-Facebook website.

9   37.   Tarquini did not, however, comply with Facebook's demand to stop accessing

10 Facebook. Instead, he circumvented Facebook's technical measures and continued to access

11 Facebook without authorization.

12   38.   For instance, shortly after Facebook disabled his Facebook account, Tarquini

13 created a new account, despite the fact that the Statement (to which he agreed when registering his

14 original account as well as the replacement account) states: "If [Facebook] disable[s] your account,

15 you will not create another one without [Facebook's] permission."

16   39.   Further, even after Facebook terminated his account, and even after Facebook

17 revoked his limited license to access Facebook's website, services, and Platform, Tarquini created a

18 new Facebook application called Fly Photo Editor. *See* **Exhibit C**

19   40.   The Fly Photo Editor application—which allows users to edit Facebook

20 photos—violates Facebook's terms by serving unauthorized third-party advertisements. Facebook

21 disabled Tarquini's Fly Photo Editor application in April 2013. Within days of having this

22 application disabled, Tarquini created a new Fly Photo Editor application on Facebook, which

23 again served unauthorized third-party advertisements. Tarquini continues to operate and promote

24 the Fly Photo Editor application.

25 **E.   Harm to Facebook**

26   41.   Tarquini's unlawful activities have tainted and continue to taint the Facebook

27 experience for Facebook users, and Facebook has suffered and continues to suffer harm to its

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1 reputation and goodwill due to Tarquini's actions. For example, many websites and blogs reported

2 that Tarquini's scam victimized Facebook users and had spread across Facebook. *See, e.g.,*

3 Celebrity Sex Tape Spam Invades Facebook, FACECROOKS (Feb. 28, 2013),

4 http://facecrooks.com/Scam-Watch/Celebrity-Sex-Tape-Spam-Invades-Facebook.html.

5   42.   Facebook has suffered damages attributable to the efforts and resources required to

6 address user complaints related to Tarquini's misconduct, investigate Tarquini's actions, and to

7 prevent Tarquini from continuing to abuse Facebook.

8   43.   Tarquini has been unjustly enriched by his unlawful activities.

9 ## VI.   CLAIMS FOR RELIEF

10 ### FIRST CAUSE OF ACTION

11 ### BREACH OF CONTRACT

12   44.   Plaintiff Facebook realleges and incorporates by reference, as if fully set forth

13 herein, the allegations in the paragraphs above.

14   45.   Access to and use of Facebook and its Platform is governed by Facebook's

15 Statement and Facebook's Platform Policies.

16   46.   Tarquini agreed to Facebook's Statement and Facebook's Platform Policies, which

17 were binding on him at all relevant times.

18   47.   Facebook has performed all conditions, covenants, and promises required of it in

19 accordance with Facebook's Statement and Facebook's Platform Policies.

20   48.   Tarquini knowingly, willfully, repeatedly, and systematically breached and, even

21 after receiving explicit notice of his violations, continued to breach Facebook's Statement and

22 Facebook's Platform Policies through his conduct as alleged in this Complaint.

23   49.   Among other things, Tarquini's breaches include:

24   • Creating a new account after a prior account was disabled;

25   • Soliciting login information or accessing an account belonging to someone else;

26   • Posting content that is pornographic;

27   • Collecting users' information without their consent;

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- Accessing Facebook using automated means without Facebook's prior permission;

- Using Facebook to do anything unlawful or misleading; and

- Facilitating or encouraging violations of Facebook's terms.

50.   Tarquini's breaches of Facebook's Statement and Facebook's Platform Policies directly and proximately caused, and continue to cause, Facebook to suffer substantial damages in an amount to be proven at trial.

51.   Tarquini also caused irreparable and incalculable harm and injuries to Facebook and, unless enjoined, his conduct will cause further irreparable and incalculable injury for which Facebook has no adequate remedy at law.

SECOND CAUSE OF ACTION

COMPUTER FRAUD AND ABUSE ACT, 18 U.S.C. § 1030

52.   Plaintiff Facebook realleges and incorporates by reference, as if fully set forth herein, the allegations in the paragraphs above.

53.   Facebook's computers are protected computers under 18 U.S.C. § 1030(e)(2) because Facebook's computers are used in and affect interstate and foreign commerce and communication.

54.   Tarquini intentionally accessed Facebook's protected computers in excess of authorization and without authorization and thereby obtained information from Facebook's protected computers in violation of 18 U.S.C. § 1030(a)(2).

55.   Tarquini accessed Facebook's protected computers in excess of the authorization as defined in Facebook's Statement by using software scripts, such as Jacked, to interact with Facebook using automated means, to post deceptive messages on Facebook, to mislead Facebook users, to steal Facebook users' access tokens, and to access the accounts of Facebook users without their knowledge or authorization.

56.   Tarquini also accessed Facebook's protected computers without authorization. After Facebook expressly revoked his permission to access Facebook's protected computers and use Facebook's services, and after Facebook deactivated his Facebook account, Tarquini promptly

1 created one or more new Facebook accounts. Tarquini's access without authorization continued

2 when he used the new Facebook account(s) to create and operate the Fly Photo Editor Facebook

3 application after Facebook had disabled his prior Facebook applications and ordered him to stop

4 accessing Facebook. Facebook has disabled the Fly Photo Editor once already, but Tarquini

5 continues to access Facebook using new account(s) and operating at least one Facebook

6 application.

7   57.   Tarquini knowingly, and with intent to defraud, exceeded the scope of his authorized

8 access to Facebook's protected computers, and by means of such conduct, furthered his intended

9 fraud in violation of 18 U.S.C. § 1030(a)(4). He did this by using software scripts, such as Jacked

10 (which interacts with Facebook using automated means), to post deceptive messages on Facebook,

11 to mislead Facebook users, to steal users' access tokens, and to access the accounts of Facebook

12 users without their knowledge or authorization. By such means, Tarquini obtained things of value,

13 including Facebook user access tokens and, on information and belief, payment for referral traffic

14 exceeding $5,000.

15   58.   Tarquini knowingly caused the transmission of a program, information, code, or

16 command, and as a result of such conduct, intentionally caused damage without authorization to

17 Facebook's protected computers in violation of 18 U.S.C. § 1030(a)(5)(A). Specifically, Tarquini

18 knowingly developed, used, and distributed software scripts, including but not limited to Jacked, to

19 automatically access Facebook without Facebook's authorization, to post deceptive messages on

20 Facebook, to mislead Facebook users, to steal Facebook users' access tokens, and to access the

21 accounts of Facebook users without their knowledge or authorization.

22   59.   On information and belief, Tarquini knowingly, and with intent to defraud,

23 trafficked in passwords or similar information through which a computer may be accessed without

24 authorization in violation of 18 U.S.C. § 1030(a)(6) by developing, using, and distributing software

25 scripts, including but not limited to Jacked, that stole Facebook users' access tokens with the intent

26 to transfer those access tokens to others.

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60.   Tarquini caused irreparable and incalculable harm and injuries to Facebook and, unless enjoined, his conduct will cause further irreparable and incalculable injury for which Facebook has no adequate remedy at law.

61.   Facebook has been damaged in excess of $5,000 during a one-year period by Tarquini's actions, including by being forced to expend resources to investigate and prevent unauthorized access, and access in excess of authorization, and abuse of its computer network. Facebook seeks compensatory and other equitable relief under 18 U.S.C. § 1030(g) in an amount to be proven at trial.

THIRD CAUSE OF ACTION

CALIFORNIA COMPUTER DATA ACCESS AND FRAUD ACT, CALIFORNIA PENAL CODE § 502(c)

62.   Plaintiff Facebook realleges and incorporates by reference, as if fully set forth herein, the allegations in the foregoing paragraphs.

63.   Facebook's proprietary computer network that hosts its websites is located, in part, in the State of California.

64.   After Facebook disabled his account, Tarquini knowingly and without permission accessed Facebook's proprietary computers, computer system, or computer network. Specifically, Tarquini accessed Facebook without permission when he used software scripts, such as Jacked, to access Facebook using automated means in order to steal Facebook users' access tokens and to access the accounts of Facebook users without their knowledge or permission.

65.   Tarquini also accessed and continues to access Facebook without permission by creating and accessing Facebook through new Facebook accounts and applications after Facebook revoked his permission to access Facebook and to use Facebook services and after Facebook disabled his Facebook accounts and applications.

66.   Upon information and belief, Tarquini knowingly and without permission took, copied, or made use of, data from Facebook's proprietary computers and computer network by

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1 using software scripts, such as the Jacked script, to steal user access tokens, and to access the

2 accounts of other Facebook users without their knowledge or authorization.

3   67.   Tarquini knowingly and without permission used Facebook's computers, computer

4 system, or computer network to devise and execute a scheme to defraud, deceive, and wrongfully

5 obtain data by using software scripts, such as Jacked, to steal Facebook user access tokens.

6   68.   Tarquini's actions have directly, proximately, and irreparably harmed and damaged

7 Facebook, including, among other things, requiring Facebook to expend resources to investigate

8 the unlawful access and abuse of its computer network and to prevent such access or abuse from

9 occurring. The extent and amount of such injury and damage will be demonstrated at trial.

10   69.   Tarquini's conduct also caused irreparable and incalculable harm and injuries to

11 Facebook, which, unless enjoined, will cause further irreparable and incalculable injury for which

12 Facebook has no adequate remedy at law.

13 ## VII.   PRAYER FOR RELIEF

14 **WHEREFORE**, Plaintiff Facebook prays for the following relief:

15 A.   For injunctive relief, as follows: A permanent injunction enjoining and restraining

16 Tarquini, and all persons or entities acting in concert with him, during the pendency of this action

17 and thereafter perpetually from:

18   • Soliciting and/or storing Facebook login information, access tokens, or other
         Facebook information or data;

19   • Accessing or attempting to access Facebook's website or computer systems or using
20   any Facebook services;

21   • Posting any content to Facebook;

22   • Engaging in any activity that disrupts, diminishes the quality of, interferes with the
         performance of, or impairs the functionality of Facebook's website, applications, or
23   services; and

24   • Engaging in any activity that violates Facebook's Statement or other terms, policies,
         or guidelines.

25 B.   An award to Facebook of damages, including but not limited to disgorgement of

26 Tarquini's profits and compensatory, statutory, and punitive damages, as permitted by law and in

27 such amounts to be proven at trial.

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C.   An award to Facebook of reasonable costs and attorney's fees.

D.   For pre- and post-judgment interest as allowed by law.

E.   For such other relief as the Court may deem just and proper.

DATED: November 15, 2013

PERKINS COIE LLP

By: _____
        Brian Hennessy
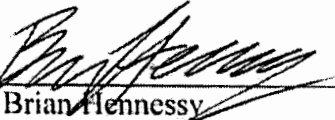
Attorneys for Plaintiff
Facebook, Inc.

VIII. DEMAND FOR JURY TRIAL

Plaintiff Facebook, Inc. demands a jury trial as to all issues triable in this action.

DATED: November 15, 2013

PERKINS COIE LLP

By: _____
Brian Hennessy

Attorneys for Plaintiff
Facebook, Inc.

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COMPLAINT AND DEMAND FOR JURY TRIAL
Case No.

EXHIBIT A

Statement of Rights and Responsibilities

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.

- 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.

| Mobile | Find Friends | Badges | People | Pages | Places | Apps | Games | Music |
| About | Create Ad | Create Page | Developers | Careers | Privacy | Cookies | Terms | Help |

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EXHIBIT B

Platform Policies

Payments Terms

Contact Facebook

Supplemental Materials

Open Source

Facebook Platform Policies

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.

Additional Languages

Introduction

Date of Last Revision: August 20, 2013

Facebook Platform is an extension of Facebook, whose mission is to make the world more open and connected.

If you use Social Plugins, SDKs for Facebook, or operate a Platform app or website, you are required to comply with, and are subject to, the following documents:

- Statement of Rights and Responsibilities: requirements for anyone who uses Facebook.
- Principles: the spirit of the law for Platform.
- Policies: the letter of the law for Platform.

Here are some Examples and Explanations for specifics.

Principles

Create a great user experience

- Build social and engaging applications
- Give users choice and control
- Help users share expressive and relevant content

Be trustworthy

- Respect privacy
- Don't mislead, confuse, defraud, or surprise users
- Don't spam - encourage authentic communications

Policies

I. Features and Functionality

1. You must not violate any law or the rights of any individual or entity, and must not expose Facebook or Facebook users to harm or legal liability as determined by us in our sole discretion. In particular you will (if applicable): 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.
2. You must not include functionality that proxies, requests or collects Facebook usernames or passwords.
3. You must not circumvent (or claim to circumvent) our intended limitations on core Facebook features and functionality.
4. If you offer a service for a user that integrates user data into a physical product (such as a scrapbook or calendar), you must only create a physical product for that user's personal and non-commercial use.
5. If you exceed, or plan to exceed, any of the following thresholds please contact us as you may be subject to additional terms: (>5M MAU) or (>100M API calls per day) or (>50M impressions per day).
6. Your app or website must offer an explicit "Log Out" option.
7. Special provision for apps on Pages: When a user visits your Page, if they have not given explicit permission by authorizing your Facebook app or directly providing information to your Page, you may only use information obtained from us and the user's interaction with your Page in connection with that Page. For example, although you may use aggregate analytics for your individual Page, you must not combine information from any other sources to customize the user's experience on your Page and may not use any information about the user's interaction with your Page in any other context (such as analytics or customization across other Pages or websites).
8. You must not use or make derivative use of Facebook icons, or use terms for Facebook features and functionality, if such use could confuse users into thinking that the reference is to Facebook features or functionality.
9. Mobile Web Apps that are running within the Facebook iOS app must not accept payments. In particular, these apps must not reference, use, or otherwise encourage the use of Facebook Payments or other non-iOS approved payment methods.
10. Reciprocity and Replicating core functionality: (a) Reciprocity: Facebook Platform enables developers to build personalized, social experiences via the Graph API and related APIs. If you use any Facebook APIs to build personalized or social experiences, you must also enable people to easily share their experiences back with people on Facebook. (b) Replicating core functionality: You may not use Facebook Platform to promote, or to export user data to, a product or service that replicates a core Facebook product or service without our permission.
11. The primary purpose of your Canvas or Page Tab app on Facebook must not be to simply redirect users out of the Facebook experience and onto an external site.
12. You must not include data obtained from us in any search engine or directory without our written permission.
13. Special provisions for games:
    a. Desktop web games off of Facebook.com may only use Facebook Login (Authentication, excluding user connections such as friend list), Social Plugins and publishing (e.g., Feed Dialog, Stream Publish, or Open Graph). When authenticating, these games may not request additional permissions other than age, email, and our Publishing Permissions.
    b. Games on Facebook.com and mobile must not share the same app ID with desktop web games off of Facebook.com. You must not use Canvas apps to promote or link to game sites off of Facebook, and must not use emails obtained from us to promote or link to desktop web games off of Facebook.com.
    c. Games on Facebook.com or Mobile Web must use Facebook Payments as their sole and exclusive payment method for all virtual goods and currencies made available to users within the game. All other payment options are prohibited within games on Facebook.com or Mobile Web unless they go through Facebook Payments rather than directly through that payment option. By "Payment Method" we mean any method that allows a user to complete a transaction in a game that is on Facebook.com or Mobile Web, including, without limitation, by exchanging monetary value for virtual currency or virtual goods, whether directly at the time of purchase or via any previous transaction such as the user's earlier purchase of a prepaid gift card or electronic code. In-game rewards of virtual currency or virtual goods earned by users through canvas-play activity alone are exempt from this definition.

...rewards or virtual currency or virtual goods earned by users through game play (extra) as is are exempt from this section.

d. Games on Facebook.com or Mobile Web may reward users with virtual currency or virtual goods in exchange for user actions that do not involve third parties, but rewards for user actions that involve third parties must be powered by Facebook Payments by integrating Facebook Payments offers. For example, you may not reward users with virtual currency or virtual goods in exchange for any action in which personally identifiable information is shared with a third party, you may not reward users with virtual currency or virtual goods in exchange for third party downloads, such as toolbars or ringtones, and you may not reward users with virtual currency for engaging in passive actions offered by third parties, such as watching a video, playing a mini-game, or taking an anonymous poll.

II. Data Collection and Use

1. You will only request the data you need to operate your application.
2. You may cache data you receive through use of the Facebook API in order to improve your application's user experience, but you should try to keep the data up to date. This permission does not give you any rights to such data.
3. 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. In addition, you will include your privacy policy URL in the App Dashboard, and must also include a link to your app's privacy policy in any app marketplace that provides you with the functionality to do so.
4. Until you display a conspicuous link to your privacy policy in your app, any data accessed by your app (including basic account information) may only be used in the context of the user's experience in that app. A user's friends' data can only be used in the context of the user's experience on your application.
5. Subject to certain restrictions, including on use and transfer, users give you their basic account information when they connect with your application. For all other data obtained through use of the Facebook API, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your application.
6. You will not directly or indirectly transfer any data you receive from us, including user data or Facebook User IDs, to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset, even if a user consents to such transfer or use. By indirectly we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network. By any data we mean all data obtained through use of the Facebook Platform (API, Social Plugins, etc.), including aggregate, anonymous or derivative data.
7. You will not use Facebook User IDs for any purpose outside your application (e.g., your infrastructure, code, or services necessary to build and run your application). Facebook User IDs may be used with external services that you use to build and run your application, such as a web infrastructure service or a distributed computing platform, but only if those services are necessary to running your application and the service has a contractual obligation with you to keep Facebook User IDs confidential.
8. If you need an anonymous unique identifier to share outside your application with third parties such as content partners, advertisers, or ad networks, you must use our mechanism. You must never share this anonymous unique identifier with a data broker, information broker, or any other service that we may define as such under our sole discretion.
9. You will not sell or purchase any data obtained from us by anyone. 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 data outside your application.
10. If you stop using Platform or we disable your application, you must delete all information about a user you have received from us unless: (a) it is basic account information; or (b) you have received explicit consent from the user to retain their data.
11. You cannot use a user's friend list outside of your application, even if a user consents to such use, but you can use connections between users who have both connected to your application.
12. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide an easily accessible mechanism for users to make such a request. We may require you to delete data you receive from the Facebook API if you violate our terms.
13. You will not include data you receive from us concerning a user in any advertising creative, without explicit consent from that user.
14. You must not give your secret key and access tokens to another party, unless that party is an agent acting on your behalf as an operator of your application. You are responsible for all activities that occur under your account identifiers.
15. Sharing information with Facebook:
    a. You must not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy, and must not give us information that you independently collect from a user or a user's content without that user's consent.
    b. You must provide an opt-out to users where required.
    c. You must not knowingly share information with us that you have collected from children under the age of 13 unless you obtain verifiable parental consent that covers Facebook's collection, use and disclosure in compliance with applicable law.
    d. Web sites or services directed to children under 13: If you use Social Plugins or our JavaScript SDK for Facebook on sites and services that are directed to children under 13, you are responsible for complying with all applicable laws. For example, if your web site or service is directed to children in the United States, or knowingly collects personal information from children in the United States, you must comply with the U.S. Children's Online Privacy Protection Act. You must also adhere to our usage notes.
    e. We can analyze your app, content, and data (including data about users' use of your app) for any purpose, including commercial (such as for targeting the delivery of ads on and off Facebook and indexing content for search) or to provide you with insights about the effectiveness of your ads or the use of your app.
    f. We can monitor your use of, or collect usage data related to, SDKs (including unique identifiers, associated IP addresses, version numbers, and which tools or services are being used and how they are being used).
    g. We will use information we receive from you in accordance with our Data Use Policy.

III. Content
A. General

1. Responsibility for content: You are responsible for all content of and within your application, including advertisements, user-generated content, and any content hosted, streamed or otherwise delivered to users by third parties. You must make it clear that this content is not provided by Facebook. You must also comply with the Facebook Community Standards.
2. Demographic restrictions: You are responsible for restricting access to your content in accordance with our content policies and all applicable laws and regulations. Although we provide controls to assist with this, please note that we make no representations regarding the sufficiency of any controls provided to you and that you are ultimately responsible for establishing legally compliant restrictions for each country where your app is visible.
3. Advertisements and cross-promotions:
    a. You must not include advertisements, cross-promote other applications, or provide web search functionality in content distributed through Facebook social channels.
    b. You can only utilize advertising or similar monetization related products or services from companies that appear on this list of Advertising Providers within Apps on Facebook.com.
4. Promotions: If you run, reference, or facilitate a promotion (contest, competition, or sweepstake) on Facebook, you must comply with Facebook's Promotions Guidelines.
5. Permission from Facebook: You must not promote, or provide content referencing, facilitating, or containing online gambling, online real money games of skill or online lotteries without our written permission.
6. Quality of content: you are responsible for providing users with a quality experience and must not confuse, defraud, mislead, spam or surprise users. For example, you must monitor your app's negative feedback in Application Insights to ensure it stays below our thresholds, avoid excessive advertisements or bugs, and ensure the description of your app is consistent with your app's content.

B. Content Rights

1. You agree that you will not promote or provide content that references, facilitates, contains or uses content that infringes upon the rights of any third party, including intellectual property rights, privacy, publicity, moral or other personal or proprietary rights, or that is deceptive or fraudulent.
2. You must ensure that you own or have secured all rights necessary to copy, display, distribute, deliver, render and publicly perform all content of or within your application to Facebook users in all countries where you make the content available.

all content of or within your application to Facebook users in all countries where you make the content available.

3. You are responsible for all licensing, reporting and payout obligations to third parties required in connection with content of or within your application.
4. You must use commercially reasonable geo-filtering technology to block access to your application's content in countries where you are unauthorized to deliver such content, or where delivery of such content would otherwise infringe the rights of a third party.
5. Although we have no obligation to do so, in our sole discretion we may request, and you are required to provide us, proof that your application and any content of or within your application is properly licensed.

C. Third Party Content

If your application contains content submitted or provided by third parties, you must comply with the following rules:

1. In the United States you must take all steps required to fall within the applicable safe harbors of the Digital Millennium Copyright Act including designating an agent to receive notices of claimed infringement, instituting a repeat infringer termination policy and implementing a "notice and takedown" process. In other countries, you must comply with local copyright laws and implement an appropriate "notice and takedown" process upon receiving a notice of claimed infringement.

IV. Application Integration Points

1. You must not incentivize users to use (or gate content behind the use of) Facebook social channels, or imply that an incentive is directly tied to the use of our channels.
2. You must not pre-fill any of the fields associated with the following products, unless the user manually generated the content earlier in the workflow: Stream stories (user_message parameter for Facebook.streamPublish and FB.Connect streamPublish, and message parameter for stream.publish), Photos (caption), Videos (description), Notes (title and content), Links (comment), and Jabber/XMPP.
3. If a user grants you a publishing permission, actions you take on the user's behalf must be expected by the user and consistent with the user's actions within your app.
4. Platform integrations, including social plugins:
   a. Your advertisements must not include or be paired with any Platform integrations, including social plugins such as the Like button, without our written permission.
   b. You must not sell or purchase placement of our Social Plugins, and must not facilitate or participate in any like exchange program.
   c. You must not incentivize users to Like any Page other than your own site or application, and any incentive you provide must be available to new and existing users who Like your Page.
   d. You must not obscure or cover elements of our social plugins, such as the Like button or Like box plugin.
   e. Ad networks, ad exchanges, and data brokers must not use Facebook's Platform, logos, and trademarks (including, but not limited to, Platform APIs, social plugins, the Share button, and the F logo).
5. Facebook messaging (i.e., email sent to an @facebook.com address) is designed for communication between users, and not a channel for applications to communicate directly with users.

V. Enforcement

We can take enforcement action against you and any or all of your applications if we determine in our sole judgment that you or your application violates Facebook Platform Terms and Policies. Enforcement action is both automated and manual, and can include disabling your application, restricting you and your application's access to Platform functionality, terminating our agreements with you, or any other action as we in our sole discretion deem appropriate.

Communication with developers takes place via an email sent from the facebook.com or facebookmail.com domain to the contact email address registered to the application. To stay in touch, please ensure that your email address is current and that you do not filter out any such messages.

VI. Changes

We can change these Platform Policies at any time without prior notice as we deem necessary. Your continued use of Platform constitutes acceptance of those changes.

VII. Branding and Promotion Policy

1. You must follow the guidelines set forth in the Facebook Brand Resource and Permissions Center.
2. Your app's description, display name and icons must adhere to our Advertising Guidelines.

VIII. Advertising Guidelines

IX. Facebook Developer Payments Terms

Developers participating in the program for accepting payments are subject to these terms.

X. Ads API

1. Separate apps: You must use separate apps for your staging, self-service, managed service, and white-labeled apps. If you offer a white-label version of your app, you must only do so by creating a unique app for each end-advertiser (or requiring each end-advertiser to create their own app) and you must include a required field for the third party to agree to Facebook's Platform Policies.
2. Separate ad accounts: You must use separate ad accounts for each end-advertiser and use our multi-client manager functionality to structure your end-advertiser accounts. You must never combine multiple end-advertisers within the same ad account, and this includes their Facebook connections (ex: pages and apps).
3. Freemium: If you offer a free or trial version of an ads API app, you must allow no more than 50 ad creations per day per customer, require phone or email verification for all new accounts, and prohibit affiliate networks from using your technology.
4. Pricing transparency:
   a. You must only charge fees for the use of your tools and managed services, and must only do so on a fixed fee (per campaign or period) or variable percentage of ad spend. You must disclose to your clients the actual amount that you spent on Facebook advertising based on the auction pricing, including the actual Facebook metrics (e.g. CPC, CPM rate) and the amount you charged as fees. We reserve the right to disclose this information to your client upon their request. We may require documentation from you to ensure your compliance with this policy.
   b. You must not sell ads on a fixed CPM or CPC basis when using the Facebook advertising auction without our prior permission.
5. Data collection and use:
   a. You may place 1x1 pixel view tags on certain advertisements with our prior authorization.
   b. All data collected or obtained by you or the end-advertiser, including but not limited to all view tag data that is not otherwise available through the Facebook service, and all data derived therefrom, may only be used by you or the end-advertiser on an anonymous basis to optimize and measure the performance of that end-advertiser's Facebook campaign. Neither you nor the end-advertiser may use data for the following purposes: retargeting whether on or off of the Facebook service; to commingle data across an advertiser's campaigns from multiple platforms; to build or augment any user profiles, or to use piggybacking or redirects with the 1x1 pixel tags, or for any other purpose not expressly authorized by us.
   c. You must not permit any person (other than an agent acting on the end-advertiser's behalf) to access the end-advertiser's Ad or Sponsored Story advertising statistics, including but not limited to, fixed CPM rates and any other raw, aggregate, or anonymous

statistics derived from this data.

6. Separate Reporting: If you use last-click attribution, create reporting tools that separate Facebook reporting from other channels. For example, don't create reporting dashboards that directly compare Facebook Ads metrics to search or display marketing metrics on a last-click basis. If you support other channels, you must either create a separate Facebook tool, include Facebook metrics in a separate Facebook section of your tool, or show multi-touch attribution results side-by-side with last-click attribution results. You may report Facebook mobile ads ROI metrics as they relate to other mobile ads channels.

7. Self-service reporting for Homepage ads: You must include a self-service reporting dashboard, through which end-advertisers may access up-to-date reports (raw ad statistics) for all available data points of their Homepage Ad and Sponsored Story campaigns.

8. Bidding types: You must implement all bidding types, including Optimized CPM, and you must not default to a specific type (ex: you must not default to CPC and hide oCPM).

9. Custom Audiences:

a. If you use custom audiences you must comply with the Custom Audience Terms.

b. You may create a custom audience on a client's behalf but must only use the client's customer data to do so (ex: you must not collect or provide any additional data to create a custom audience).

c. You must not use Facebook User IDs to create custom audiences unless the person associated with the User ID has logged into your client's app and your client has secured any necessary consent from that person (ex: you must not create a custom audience based on users who have engaged with a Facebook Page).

d. You must not sell custom audiences, and must not transfer a custom audience to anyone without our permission.

e. Your custom audience tool may provide the same functionality and targeting options that Facebook provides, but you must not provide additional data or targeting options.

10. Enforcement: You must immediately revoke an end-advertiser's access to your app upon our request.

XI. License

1. We give you a license to use the code, APIs, data, and tools you receive from us for use with the Facebook Platform. Don't sell, transfer, or sublicense our code, APIs, or tools to anyone without our prior written permission. If they need a license, they should get it from us.

2. Facebook SDKs:

a. Facebook and its licensors reserve all right, title and interest, including all intellectual property and other proprietary rights, in and to all SDKs.

b. Subject to your compliance with our Platform Policies, you may use SDKs (or any components thereof) solely to develop and distribute applications for use with the Facebook Platform, and you may also distribute any code libraries or sample source code included in the SDKs for inclusion in such applications. You will not modify, translate, create derivative works of, or reverse engineer any SDK (or any components thereof). Any SDKs you receive from us are provided to you on an "as is" basis, without warranty of any kind.

XII. Definitions

1. By "Application" we mean canvas page application, Platform integration, or any other technical integration we have assigned an application identification number.

2. By "Facebook social channel" we mean Application Info Section, Page Tab, Feed, Requests (including invites), inbox attachments, Chat, Cover, Bookmarks, or any other feature of a user profile or Facebook communication channel in which or through which an application can provide, display, or deliver content directed at, on behalf of, or by permission of a user.

3. By "basic account information" we mean: name, email, gender, birthday, current city, and profile picture URL.

4. By "Facebook Platform Terms and Policies" we mean the Statement of Rights and Responsibilities and the Platform Policies.

5. By "User data you receive from Facebook" we mean any data or content (including any images, text, or other information or materials) you receive from us, that was provided by users to us, or was associated by us with a particular user.

6. By "SDK" we mean any object code library, sample source code, or documentation you receive from us that helps you create applications for use with the Facebook Platform.

Examples and Explanations

We want you to be successful on Facebook Platform, and we believe that the best way to do so is to provide a great user experience. Our Platform Policies will help you do this by explaining what's required; these examples and explanations will help you understand how to put that into practice.

Additional Languages

العربية	中文(香港)	中文(台灣)	Deutsch	Español	Français	עברית
Italiano	日本語	한국어	Polski	Português (Brasil)	Türkçe	Tiếng Việt

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