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11 Facebook, Inc. and Facebook
12 Ireland Limited

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SAN JOSE DIVISION**

16 **C 13 0459**

17 **PSG**

18 **FACEBOOK, INC., a Delaware**
19 **corporation, and FACEBOOK IRELAND**
20 **LIMITED, an Irish company,**

21 **Plaintiffs,**

22 **v.**

23 **PROFILE TECHNOLOGY, LTD, a New**
24 **Zealand company; and CHRISTOPHER**
25 **CLAYDON, an individual,**

26 **Defendants.**

27 **Case No.**

28 **COMPLAINT FOR BREACH OF**
CONTRACT

[DEMAND FOR JURY TRIAL]

1 Plaintiffs Facebook, Inc. and Facebook Ireland Limited (collectively "Facebook"), by and
2 through undersigned counsel, hereby allege as follows:

3 **I. INTRODUCTION**

4 1. Facebook permits certain application developers to access and use information that
5 is available on Facebook's services, provided that they agree to and comply with Facebook's user
6 and developer agreements. Profile Technology Ltd. ("Profile Technology") and its CEO,
7 Christopher Claydon ("Claydon") (collectively "Defendants"), obtained access to such data as
8

1 part of their contractual relationship with Facebook. The data included information posted by and
2 about Facebook users ("User Data").

3 2. Defendants copied User Data onto Defendants' computer servers for their own use
4 and made it accessible to others, for Defendants' commercial benefit, on Defendants' website,
5 www.profileengine.com. Defendants violated Facebook's terms (a) by retaining and continuing
6 to display outdated User Data, despite Defendants' contractual obligation to keep User Data up-
7 to-date, and (b) by refusing to delete stored User Data after the end of Defendants' relationship
8 with Facebook. These breaches of Defendants' agreement with Facebook injured Facebook.
9 Facebook has terminated Defendants as an approved application developer, and removed their
10 applications from Facebook's services.

11 3. Defendants have refused Facebook's demands to stop using and making available
12 to others User Data, and to return it to Facebook or destroy it. Defendants have informed
13 Facebook that they will agree to the return or destruction of the User Data only if Facebook
14 reinstates them as a Facebook Developer and makes their applications available again on
15 Facebook's services.

16 4. Facebook seeks injunctive relief to stop Defendants' continued retention and use
17 of User Data, and an award of damages, restitution and disgorgement.

18 II. PARTIES

19 5. Plaintiff Facebook is a Delaware corporation with its principal place of business in
20 Menlo Park, California.

21 6. Plaintiff Facebook Ireland Limited is an Irish company with its principal place of
22 business in Dublin, Ireland.

23 7. On information and belief, Defendant Profile Technology is a New Zealand
24 company with its principal place of business in Auckland, New Zealand.

25 8. On information and belief, Defendant Claydon is a New Zealand resident and CEO
26 of Profile Technology.

27 III. JURISDICTION AND VENUE

28 9. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a).

1 10. There is complete diversity of citizenship between the parties.

2 11. The matter in controversy exceeds the sum or value of \$75,000, exclusive of
3 interest and costs. The “value of the object of the litigation,” *Hunt v. Washington State Apple*
4 *Advertising Comm’n*, 432 U.S. 333, 345 (1977), exceeds the jurisdictional amount. The
5 contractual interest at stake in this litigation is of significant value to Facebook, as Defendants’
6 breach has interfered with Facebook’s business, and has harmed Facebook’s valuable reputation
7 and goodwill among the public and Facebook’s users.

8 12. This Court has personal and subject matter jurisdiction over Defendants and the
9 claims alleged in this action because Defendants agreed to comply with Facebook’s Developer
10 Terms of Service (later termed “Platform Policies,” collectively “Developer Terms”), and Site
11 Terms of Use (later called the “Statement of Rights and Responsibilities,” collectively
12 “Statement”), which designate the courts located in Santa Clara County, California as the forum
13 for resolving claims arising from breach of Facebook’s Statement or Developer Terms.

14 13. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial
15 part of the events giving rise to the claims raised in this lawsuit occurred in this district and
16 because Defendants agreed to comply with Facebook’s Developer Terms and Statement, which
17 designate the courts located in Santa Clara County, California as the forum for resolving claims
18 arising from breach of Facebook’s Statement or Developer Terms.

19 IV. FACTS

20 A. Facebook Background and Service

21 14. Facebook offers an online social networking service that enables people to connect
22 and share with their friends, family and coworkers. The company’s technologies facilitate the
23 sharing of information through the social graph—a digital mapping of people’s real-world social
24 connections. As of the filing of this Complaint, more than one billion people use Facebook each
25 month.

26 15. Facebook hosts content that its users post on Facebook’s site, and makes that
27 content available (subject to limitations set by the content owners) to third-party application
28 developers called “Facebook Developers.” Facebook operates a “development platform”

1 (“Platform” or “Facebook Platform”). This is the technological medium that enables Facebook
2 Developers to run programs, applications and websites that, with users’ consent, interact with
3 data on Facebook’s website, including the content posted by Facebook’s users.

4 16. To access the features of Facebook’s services, including the ability to access and
5 use the Facebook Platform, a person must sign up, provide his or her name, establish a username
6 and password, and agree to the terms and conditions contained in Facebook’s Statement,
7 whereupon Facebook assigns the user a unique Facebook ID, account, and personal profile
8 template. Facebook Developers must establish a Facebook Account.

9 17. Registered Facebook users can populate their personal “Timelines” (formerly
10 called “Profiles”) with information about themselves, including their Timeline photo, contact
11 details, education and work history, and other information. They can change this information at
12 any time.

13 18. Facebook users can invite other Facebook users to become their “friends” on
14 Facebook by sending them “friend requests.” If the recipient of a friend request accepts the
15 request, the two users’ Timelines are connected as Facebook “friends.” In general, Facebook
16 users use the Facebook “friend” requests to designate the Facebook users with whom they want to
17 interact on Facebook’s site or through Facebook’s services.

18 19. Facebook users can restrict access to the information in their Timelines using
19 Facebook’s privacy settings. These settings allow Facebook users to designate who can view
20 information that they post to their Timelines. Currently, a user’s name, username, user ID,
21 gender, networks, and profile and cover photographs are available to anyone that has permissions
22 to view a user’s profile page. Other information can, at the user’s option, be set to “public” or
23 restricted for viewing only by a user’s Facebook friends, Facebook friends of friends, or a
24 customized subset of people. These privacy settings can be changed at any time, and Facebook’s
25 services are designed to adhere to these settings.

26 20. Facebook permits Facebook Developers to access and interact with the content
27 hosted on its site through the Facebook Platform, subject to and restricted by Facebook’s
28 Developer Terms. The Platform includes a set of application programming interfaces (“APIs”)

1 and other services that enable third-party applications ("Facebook Applications") to interact with
2 Facebook's services.

3 21. The APIs and services relevant to this Complaint permit Facebook Developers to
4 retrieve, in an automated fashion, publicly available information from Facebook Timelines.

5 22. Facebook also provides the software code for several "social plugins" that website
6 designers can embed on their own websites to facilitate interaction with the Facebook Platform.
7 For example, the Facebook "Like" button is a social plugin that, when clicked on a third party
8 website by a Facebook user, connects that user's Timeline to the particular page where the Like
9 button was placed. A link to that webpage is thereafter listed on the user's Timeline along with
10 any other web pages that the user "Liked." Similarly, the Facebook "Share" button is a social
11 plugin that, when clicked on a third party website, opens a Facebook dialogue box that will post a
12 link to that webpage on the user's Timeline and will share that link with the Facebook user's
13 Facebook friends.

14 23. Facebook permits users to delete or deactivate their Timelines. Deactivated
15 Timelines are removed from public view but may be later reinstated. Deleted Timelines are
16 removed from public view and thereafter deleted from Facebook's servers. Facebook users also
17 have the option to change and delete photos and posts on their Timelines.

18 24. When users select privacy settings for particular information that are more
19 restrictive than "public," that particular information is generally unavailable for indexing, or to
20 Facebook Developers for retrieval, unless a user specifically grants them access to the
21 information in the context of a Facebook Application. Similarly, once a Timeline is deleted or
22 deactivated, un-cached content is no longer publicly accessible.

23 **B. Defendants Agreed to Terms Controlling Access to Facebook and User Data**

24 25. All Facebook users, including Defendants, agree to comply with the Statement
25 when they create a Facebook account or access the Facebook website. A true and correct copy of
26 Facebook's current Statement is incorporated here by reference as if stated in its entirety and
27 attached as **Exhibit A**.

1 26. At all times relevant to this Complaint, Defendant Claydon was a registered
2 Facebook user, bound by his agreement to abide by Facebook's Statement. Defendant Claydon
3 was also a Facebook Developer, and operated a developer account on behalf of, and for the
4 purposes of, operating his business, Profile Technology, and the ProfileEngine.com website. In
5 exchange for permission to use the Facebook Platform, Defendants agreed to Facebook's
6 Developer Terms.

7 27. The Developer Terms in effect when Defendants began using the Facebook
8 Platform to develop applications and to index Facebook Profiles (now called "Timelines," but
9 referred to as "Profiles" herein when describing Defendants' past activities) were the Developer
10 Terms dated June 1, 2007 ("June 2007 Developer TOS"). A true and correct copy of the June
11 2007 Developer TOS is incorporated here by reference as if stated in its entirety and attached as
12 **Exhibit B.**

13 28. The June 2007 Developer TOS provided, among other provisions, that:

- 14 a. developers could store user Profile information no more than 24 hours;
15 b. developers had to delete information they had retrieved from the Facebook
16 Platform upon notice from Facebook or upon termination of use or
17 participation in the Facebook Platform;
18 c. user Profile information could not be displayed to anyone that would not have
19 been able to access it through the Facebook site;
20 d. Facebook had the right at any time to terminate a developer's license and
21 demand that all data be deleted; and
22 e. Developers had no independent rights of use, separate from those articulated in
23 the terms, to the Facebook information that they retrieved from the Facebook
24 Platform.

25 29. The June 2007 Developer TOS, stated in capitalized, conspicuous language that if
26 Facebook modified the Developer Terms, and the modifications were unacceptable to the
27 developer, then the developer's "ONLY RECOURSE IS TO STOP USING THE FACEBOOK
28 PLATFORM," and that "CONTINUED USE OF THE FACEBOOK PLATFORM FOLLOWING

1 OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL
2 CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.”

3 30. Facebook has modified the Developer Terms on several occasions since 2008.
4 Each subsequent version of the Developer Terms contained the restrictions listed in paragraphs 27
5 through 29 or terms substantially similar thereto until April 2010, when the 24-hour retention
6 term was modified to include the requirement that Developers keep cached data for use in
7 improving the application’s user experience up-to-date. The April 21, 2010 version of the
8 Developer Terms is attached as **Exhibit C**.

9 31. By developing and operating applications on the Facebook Platform until their
10 developer accounts were terminated by Facebook in November 2011, Defendants became and
11 continue to be bound by the Facebook Developer Terms and Facebook Statement.

12 **C. Defendants’ Business and Use of Facebook Platform**

13 32. Defendant Claydon became a Facebook Developer in 2007, and developed
14 Facebook applications, both in his individual capacity and as a representative of Profile
15 Technology, that were designed to access Facebook data through the Facebook Platform.

16 33. Defendants operate a website located at www.ProfileEngine.com called “Profile
17 Engine.”

18 34. Profile Engine permits visitors to search for people by entering criteria like first
19 and last name, address, distance from a particular city or zip code, and gender. The search results
20 can be narrowed by a number of other filtering criteria such as “Fan clubs,” schools, countries,
21 cities and places, religious affiliation, relationship status, workplace or employer, social groups,
22 and interests (music, movies, hobbies, etc.). On information and belief, these searches and filters
23 are applied to User Data now held on Defendants’ servers, which was obtained by Defendants
24 from the Facebook Platform.

25 35. In March 2008, defendant Claydon approached Facebook on behalf of Profile
26 Technology, seeking permission to use Facebook APIs to retrieve User Data and index it for use
27 by Profile Engine. Facebook authorized Defendants’ use and access to Facebook’s APIs and
28

1 whitelisted Profile Technology's IP addresses and user agent so that Profile Technology's high
2 volume of requests for User Data would not be blocked.

3 36. On information and belief, between March 2008 and October 2010, Defendants
4 retrieved, copied and indexed User Data. See screenshot from <http://profileengine.com/#!/about>
5 attached as **Exhibit D**.

6 37. Defendants claim to have stopped accessing the Facebook Platform for indexing
7 purposes in October 2010, after Facebook modified its terms to provide additional protections to
8 data posted by Facebook users. See Facebook Automated Data Collection Terms, **Exhibit E**.
9 Defendants claim that they decided to stop their activities because they were unwilling to agree to
10 these terms. However, on information and belief, Defendants continued to access the Facebook
11 Platform by automated means and retrieved Facebook user information after October 2010. As of
12 the date of filing this Complaint, the Profile Engine site displays information that was posted to
13 Facebook after the October 2010 date on which Defendants claim to have stopped retrieving data.

14 38. On information and belief, at no time have Defendants kept their storage of User
15 Data up-to-date, as required by agreement. Further, Defendants did not delete User Data after
16 they claim to have stopped accessing the Facebook Platform in October 2010. Further,
17 Defendants did not delete User Data after Facebook terminated their account and revoked their
18 limited license to access Facebook's platform in November 2011 (as more fully described below).
19 Instead, Defendants have expressly and repeatedly refused Facebook's demands that they return
20 or delete User Data.

21 39. Defendants continue to use and display out-of-date User Data to this day. Public
22 display of User Data that is no longer current is inconsistent with Facebook's services, breaches
23 agreements with Facebook, is contrary to the mutual understanding and intention of Defendants
24 and Facebook when they entered into business dealings and injures Facebook's goodwill and
25 reputation.

26 40. This old, unlawfully retained information includes a user's name as entered on
27 Facebook, the Facebook user's Profile photo, the Facebook user's username, lists of the Facebook
28 user's friends (with links to the data Defendants stored about their own Facebook Profiles), lists

1 with links to the data Defendants stored about each of the Facebook groups and Pages to which
2 the user connected his or her Profile at the time of indexing, and the Facebook user's school,
3 work, and location information as entered on Facebook. User Data displayed by Profile Engine
4 does not reflect current privacy or search settings of many Facebook users. User Data displayed
5 by Profile Engine also may include postings that Facebook users have deleted from Facebook's
6 services, and which they no longer wish to be public, or available on the Internet at all. User Data
7 displayed by Profile Engine may, in many circumstances, be incorrect because of changes made
8 by users over the course of time.

9 41. Facebook became aware that Profile Engine was displaying old User Data when
10 people started complaining to Facebook. In November 2011, after determining that Defendants
11 had breached and were continuing to breach their agreements with Facebook, Facebook revoked
12 Defendants' license to access Facebook and the Facebook Platform, and demanded that
13 Defendants stop displaying outdated User Data, and demanded that Defendants delete all of
14 Facebook user information in its possession.

15 42. Rather than complying with their agreements with Facebook, Defendants refused
16 to stop displaying User Data on the Profile Engine site, and Defendants refused to delete or return
17 to Facebook any User Data.

18 43. On information and belief, Defendants continued to access Facebook until at least
19 May 2012. The Profile Engine site displayed a small toolbar at the bottom of its search results
20 page that was powered by a Facebook Application owned and operated by a third party called
21 "Wibiya." The toolbar displayed the Facebook "Connect" and "Like" buttons. When visitors to
22 the Profile Engine site clicked on these buttons, they were asked to connect their Facebook
23 Timelines to the Wibiya Facebook application. If Facebook users did so, then it appears that the
24 Wibiya application would then retrieve the Facebook user's data on Defendants' behalf, despite
25 the fact that Defendants' license to access Facebook or its services has been revoked since
26 November 2011.

27 **D. Harm to Facebook**

28 44. Defendants' use of outdated User Data has tainted the Facebook experience for

1 Facebook users, and Facebook has suffered and continues to suffer harm to its reputation and
2 goodwill due to Defendants' actions.

3 45. Facebook has suffered damages attributable to the efforts and resources it has used
4 to address user complaints, and attempting to stop Defendants' injurious activities.

5 46. Defendants have been unjustly enriched by their activities at the expense of
6 Facebook, and by means of traffic to and advertising on web pages used by Defendants to display
7 User Data that was obtained, retained, and displayed in breach of Defendants' agreements with
8 Facebook.

9 V. CLAIMS FOR RELIEF

10 FIRST CAUSE OF ACTION - BREACH OF CONTRACT

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

13 48. Access to and use of the Facebook Platform is governed by and subject to
14 Facebook's Developer Terms.

15 49. Defendants accepted and agreed to Facebook's Developer Terms, which were
16 binding on Defendants at all times after their initial use of the Facebook Platform. The Statement
17 and Developer Terms are designed to protect the expectations and privacy of Facebook's users,
18 including respect for Facebook users' current privacy settings or other elections regarding the
19 retention and display of their information.

20 50. Facebook has performed all conditions, covenants and promises required of it in
21 accordance with the Developer Terms.

22 51. Defendants, through their actions as described above, knowingly, willfully,
23 repeatedly, and systematically breached and continue to breach Facebook's Statement and
24 Developer Terms through their conduct as alleged in this Complaint.

25 52. Defendants' breaches directly and proximately caused and continue to cause
26 Facebook irreparable and incalculable harm and injury to Facebook and its users.

27 ///

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Facebook prays for the following relief:

A. For a preliminary and permanent injunction:

1. requiring Defendants to delete all data collected directly or indirectly from Facebook, with independent verification obtained at Defendant's expense;
2. restraining Defendants from accessing, collecting, retaining, or displaying any data obtained directly or indirectly from Facebook's website, services, Platform and computer systems;
3. restraining Defendants from accessing or using, or engaging third parties to access or use any of Facebook's technology, including but not limited to, Facebook social plugins such as the Facebook "Connect," "Share" or "Like" buttons;
4. restraining Defendants from accessing, or engaging third parties to access, Facebook's website, services, Platform and computer systems;
5. restraining Defendants from engaging in any activity that violates Facebook's Statement or Developer Terms; and
6. requiring Defendants to remove all references to Facebook, including but not limited to, Facebook profiles/Timelines and Facebook logos, from ProfileEngine.com.

B. An order requiring Defendants to account for, hold in constructive trust, make restitution, pay over to Facebook, and otherwise disgorge all profits derived by Defendants from their unfair and unlawful conduct and unjust enrichment, as permitted by law;

C. An award to Facebook of damages as permitted by law and in such amounts to be proven at trial;

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

E. For attorneys' fees and costs to the extent allowed by law; and

F. For such other relief as this Court may deem just and proper.

DATED: February 1, 2013

PERKINS COIE LLP

By: Timothy L. Alger /sb
Timothy L. Alger

Attorneys for Plaintiffs
Facebook, Inc. and Facebook Ireland Limited

VII. DEMAND FOR JURY TRIAL

Plaintiffs Facebook, Inc. and Facebook Ireland Limited demand a jury trial as to all issues so triable in this action.

DATED: February 1, 2013

PERKINS COIE LLP

By: Timothy L. Alger /sb
Timothy L. Alger

Attorneys for Plaintiffs
Facebook, Inc. and Facebook Ireland Limited

EXHIBIT A

Email or Phone

Log In

Keep me logged in

[Sign Up](#) Connect and share with the people in your life.

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.

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.

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).

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.

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).

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.

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.

Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

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.

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.

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.

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.

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.

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.

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.

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.

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, 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 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.

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](#).

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.

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.

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

Facebook © 2013 · English (US)

EXHIBIT B

Developer Terms of Service

Last revision date: June 1, 2007

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

Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Conditions of Use

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

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

- 1) You may create Facebook Platform Applications;
- 2) Your Facebook Platform Applications may access and use Facebook Properties and/or Developer Provided Content, and your Facebook Platform Applications may be accessed from the Facebook Site;
- 3) As provided in the Facebook Platform Documentation, your Facebook Platform Applications may make Calls at any time that the Facebook Platform is available. We may at any time, and over any given period of time, limit the number of Calls any Facebook Platform Application may send to the Facebook Platform, or prohibit any Facebook Platform Application from sending Calls to the Facebook Platform, as we deem appropriate in our sole discretion;
- 4) Except as provided in Section 2.A.6 below, you may not continue to use, and must immediately remove from any Facebook Platform Application and any Data Repository in your possession or under your control, any Facebook Properties not explicitly identified as being storable indefinitely in the Facebook Platform Documentation within 24 hours after the time at which you obtained the data, or such other time as Facebook may specify to you from time to time;

5) You may store and use indefinitely any Facebook Properties that are explicitly identified as being storable indefinitely in the Facebook Platform Documentation; provided, however, that except as provided in Section 2.A.6 below, you may not continue to use, and must immediately remove from any Facebook Platform Application and any Data Repository in your possession or under your control, any such Facebook Properties. (a) if Facebook ceases to explicitly identify the same as being storable indefinitely in the Facebook Platform Documentation; (b) upon notice from Facebook (including if we notify you that a particular Facebook User has requested that their information be made inaccessible to that Facebook Platform Application); or (c) upon any termination of this Agreement or of your use of or participation in the Facebook Platform;

6) You may retain copies of Exportable Facebook Properties for such period of time (if any) as the Applicable Facebook User for such Exportable Facebook Properties may approve, if (and only if) such Applicable Facebook User expressly approves your doing so pursuant to an affirmative "opt-in" after receiving a prominent disclosure of (a) the uses you intend to make of such Exportable Facebook Properties, (b) the duration for which you will retain copies of such Exportable Facebook Properties and (c) any terms and conditions governing your use of such Exportable Facebook Properties (a "Full Disclosure Opt-In");

7) You will at all times comply with all applicable laws or regulations, including, without limitation all applicable export control laws and regulations and country-specific economic sanctions implemented by the United States Office of Foreign Assets Control in connection with your use of the Facebook Platform;

8) You will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any Facebook Properties to any country (or national thereof) without obtaining any required prior authorizations from the appropriate government authorities;

9) You will not use the Facebook Platform or any of your Facebook Platform Applications, and your Facebook Platform Application will not be designed:

- (i) in a manner that infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights or that is misleading, deceptive or fraudulent;
- (ii) to engage in spamming or other advertising or marketing activities that violate any applicable laws, regulations or generally-accepted advertising industry guidelines;
- (iii) in a way that is otherwise illegal or promotes illegal activities, including without limitation in any manner that might be libelous or defamatory, or in a way that is otherwise malicious or harmful to any person or entity, or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age;
- (iv) to request, collect, solicit or otherwise obtain access to usernames, passwords or other authentication credentials from any Facebook Users, or to proxy authentication credentials for any Facebook Users for the purposes of automating logins to the Facebook Site;
- (v) to impersonate any person, or to obtain access to the Facebook Site without authorization;
- (vi) to enable you to personally identify any Facebook User except with their express consent;
- (vii) for the primary purpose of facilitating the distribution of copyrighted content without the authorization of the copyright holder;

10) Without limiting your other obligations under this Agreement, with respect to your usage of the Facebook Platform and any installation and use by any Facebook Users of your Facebook Platform Applications, you agree to implement and observe standards of privacy and confidentiality for the collection, use and sharing of any data related to any Facebook User that are at least as stringent and user-favorable as the standards set forth in the Facebook Privacy Policy;

11) You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Facebook Site or the Facebook Platform, or any portion or feature of either;

12) You will provide any information and/or other materials related to your Facebook Platform Applications reasonably requested by Facebook from time to time to verify your compliance with this Agreement. If any of your Facebook Platform Applications are available online, you acknowledge and agree that Facebook may crawl or otherwise monitor your Facebook Platform Applications for the purpose of verifying your compliance with this Agreement, and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we and/or our affiliates or agents may use technical means to overcome any methods used on your Facebook Platform Applications to block or interfere with such crawling or monitoring). If any of your Facebook Platform Applications are client-resident (including on a mobile device), you agree to furnish a copy of such Facebook Platform Applications and any supporting documentation upon request for the purpose of verifying your compliance with this Agreement, and

13) You acknowledge and agree that Facebook may include within the Facebook Properties "dummy" information that does not relate to any actual person, without specifically identifying such information, for the purposes of allowing Facebook to monitor compliance with this Agreement.

14) You will not, in any terms of service or license agreement applicable to any of your Facebook Platform Applications, or otherwise, impose or purport to impose any obligation on any person, or grant or purport to grant any right, power or authority to yourself or any other person, that would be inconsistent with this Agreement, and you agree that any such obligation, right, power or authority purportedly imposed or granted shall be null and void *ab initio*.

B. Presentation and Distribution

1) Your Facebook Platform Applications may display Facebook Properties retrieved through the Facebook Platform in any format you choose, subject to the terms and conditions contained in this Agreement, provided that, you may not (a) display or otherwise provide any Facebook Properties to any person other than the Applicable Facebook User (i.e., the Facebook User uniquely associated by Facebook with the Call through which such Facebook Properties were retrieved), or (b) otherwise display or provide (or assist any third party to display or provide) to any person any Facebook Properties that such person would not properly have been able to access through the Facebook Site. For the avoidance of doubt, the foregoing will not prohibit you from displaying or providing information that you collect entirely independently of the Facebook Site and Facebook Platform, even if such information is identical to information contained in Facebook Properties;

2) You may not edit or modify Facebook Properties in any way, except with respect to graphic images, to re-size such images while maintaining the same relative proportions of the image.

3) You may not remove, obscure, or alter any notice of patent, copyright, trademark or other proprietary right appearing on or contained within the Facebook Platform (including, without limitation, any Facebook Properties).

4) You may not store any Facebook Properties in any Data Repository which enables any third party (other than the Applicable Facebook User for such Facebook Properties) to access or share the Facebook Properties without our prior written consent.

5) You may not sell, resell, lease, redistribute, license, sublicense or transfer all or any portion of the Facebook Properties, or use or store any Facebook Properties for any purpose other than as specifically authorized herein.

6) Your Facebook Platform Applications may not be designed or implemented a way that might mislead a user into believing he or she is interacting directly with the Facebook Site when interacting with any of your Facebook Platform Applications, or that any of your Facebook Platform Applications were created by or are endorsed by Facebook, as determined by Facebook in its sole discretion.

7) If any of your Facebook Platform Applications are designed to be presented in a "frame" or to be "embedded" into any page of the Facebook Site (e.g., via FBML), or you otherwise consent to any similar presentation, you grant Facebook the right to (a) link to your Facebook Platform Applications (and any Developer Provided Content provided through your Facebook Platform Application) and (b) "frame" or otherwise display and permit third parties to display navigational elements and content (including, without limitation, advertising and promotional content) in conjunction with your Facebook Platform Applications and any Developer Provided Content displayed on or linked to from the Facebook Site.

8) Notwithstanding the provisions of Sections 2.B.1, 2.B.2 and 2.B.5 above, if (and only if) the Applicable Facebook User for any Exportable Facebook Properties expressly approves your doing so pursuant to a Full Disclosure Opt-In, you may additionally display, provide, edit, modify, sell, resell, lease, redistribute, license, sublicense or transfer such Exportable Facebook Properties in such manner as, and only to the extent that, such Applicable Facebook User may approve.

C. Confidential Information

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

D. Copyright Complaints; Repeat Infringer Policy

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

E. Customer Service.

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

Section 3. Fees

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

Section 4. Ownership and Licenses

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

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

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

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

agree to promptly take such actions as Facebook may reasonably request from time to time (including execution of affidavits and other documents) to effect, perfect or confirm Facebook's ownership rights as set forth in this Agreement.

Section 5. Certain Developer Obligations, Representations and Warranties

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

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

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

(1) you have all rights necessary to properly grant us all of the rights and licenses set forth in Section 4 above and elsewhere in this Agreement without violating the rights of any third party,

(2) your Facebook Platform Applications, the Developer Provided Content, and the use thereof by Facebook and Facebook Users do not and will not violate, misappropriate or infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person or entity,

(3) our downloading or accessing of any Developer Provided Content from third party servers or other third party sources as directed by you or your Facebook Platform Application does not and will not violate any contractual or legal obligation imposed on us or you (e.g., any prohibition on downloading or accessing content or using content for commercial purposes that may be contained in the "Terms of Service" or similar terms applicable to any website from which you or your Facebook Platform Application direct us to download or access any Developer Provided Content);

(4) the Developer Provided Content will not be obscene, defamatory, fraudulent or otherwise illegal in any jurisdiction and will otherwise comply with all user conduct and user content rules set forth in the Facebook Site Terms of Use, the Facebook Platform Documentation and the Facebook Platform Application Guidelines; and

(5) neither your Facebook Platform Applications nor any Developer Provided Content contains or will contain any virus, worm, Trojan horse, adware, spyware or other malicious code.

Section 6. Publicity; Trademark Usage

A) You and we may generally publicize your use of the Facebook Platform: provided, however, that you may not issue or consent to any press release (including to the Internet press, e.g., any blogs) with respect to the Facebook Platform or this Agreement without our prior written consent. Facebook may, at any time in its sole discretion, prepare and issue press releases, statements, and promotional and other materials mentioning and/or describing the Facebook Platform Applications you have created using Facebook Platform, identifying you as the developer of such Facebook Platform Applications, and otherwise describing the relationship between you and Facebook.

B) You may state that any of your Facebook Platform Applications that comply with the terms of this Agreement are "compatible with the Facebook Platform".

C) We may make available to you certain graphic images, trademarks, trade names, service marks or logos owned or licensed by Facebook or its affiliates ("Marks") that you may use in conjunction with the display of the Facebook Properties solely for the purpose of indicating that your Facebook Platform Applications were created to interface with the Facebook Platform. You may not use the Marks (a) in a trademark manner or to suggest that Facebook is associated with, endorses, sponsors or has any other connection to any of your Facebook Platform Applications other than the fact that it was created to interface with the Facebook Platform; or (b) in any manner that disparages Facebook, its affiliates or its licensors, or that otherwise dilutes or tarnishes the Marks. Other than your limited right to use the Marks in a non-trademark manner as provided in this Agreement, you may not make any use of the Marks. Facebook and its licensors retain all right, title and interest in and to the Marks, and all goodwill arising out of any use of the Marks by you will inure to the sole benefit of Facebook. You will not at any time now or in the future challenge or assist others to challenge the validity of the Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. You agree to follow any Trademark Guidelines established by Facebook with respect to your use of any Marks as those guidelines may change from time to time. You must immediately discontinue use of any Mark as specified by us at any time in writing. We may modify any Marks provided to you at any time, and upon notice, you will use only the modified Marks and not the old Marks.

D) All trade names, trademarks, service marks, logos, and trade dress on the Facebook Site are either trademarks or registered trademarks of Facebook or its licensors. Other than as specified in this Agreement, you may not copy, imitate or use any registered or unregistered trademark, service mark, trade name, logo, trade dress, URL or other business identifier of Facebook or third parties that advertise on the Facebook Site unless you obtain Facebook's and any applicable third party's prior written consent. The foregoing prohibition includes, without limitation, using any registered or unregistered trademark, service mark, trade name, logo, trade dress or other business identifier of Facebook (e.g. FACEBOOK or FBOOK) or any third parties that advertise on the Facebook Site, or variations or misspellings of any of them, in the name of an Application or in a URL to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, URLs such as "facebook.xxx.com", "faacebook.com", "facexxx.com" or "facebookprofiles.net" are expressly prohibited. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or state or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including, without limitation, by stating or implying that Facebook or any third party that advertises on the Facebook Site supports, sponsors, endorses, or contributes money to you or your business endeavors).

E) You may not promote your Application as being intended or primarily useful for any unlawful activity.

Section 7. Account Identifiers

You are allowed to only create one Facebook Platform account per valid Facebook Site account. If you are an individual acting as a representative of a corporation or other legal entity that wishes to use the Facebook Platform, then your individual Facebook Site account, or that of another employee of such entity will be deemed to satisfy this requirement. Facebook Platform accounts are associated with one or more public key/private key pairs, which you must use to access the Facebook Platform. Examples include a Facebook-issued Access Key ID string (as a public key) and a Facebook-issued Secret Access Key string (as a private key). When you complete the account creation process, you will be issued unique account identifiers, and may add a public key to your account. Account identifiers (i) identify your account and (ii) allow your

Facebook Platform Applications to make Calls to the Facebook Platform. Account identifiers are immutable and will always uniquely identify your Facebook Platform account. Public key/private key pairs are unique to your account and are subject to change. Private keys are for your personal use only and you may not sell, transfer, lease, distribute, sublicense or otherwise disclose your private key to any other party. You may use your public key in the open in requests to the Facebook Platform; however, you are responsible for maintaining the secrecy of your private key. You are fully responsible for all activities that occur under your account identifiers. You should contact Facebook immediately if you believe a third party may be using your private key, or if your private key is otherwise lost or stolen. You are responsible for maintaining up-to-date and accurate information (including without limitation valid contact information) with respect to your Facebook Platform account. Facebook and its affiliates are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data which you submit in connection with your account.

Section 8. Beta Testing

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

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

Section 9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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

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

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

Section 10. Release and Indemnification

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

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

Section 11. Applicable Law; Venue

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

Section 12. Arbitration

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

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

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

Section 13. Termination

You may terminate this Agreement at any time by ceasing to use the Facebook Platform. You acknowledge and agree that Facebook may at any time in its sole discretion, without liability, with or without cause and with or without notice: (a) terminate this Agreement; (b) terminate or suspend your access to the Facebook Platform, Facebook Properties and/or the Facebook Site or any portion or feature of any of them; and/or (c) remove, block, delete or disable access to your Facebook Platform Applications and/or any Developer Provided Content, including without limitation if we determine, in our sole discretion, that your Facebook Platform Application or any Developer Provided Content is unsuitable for the Facebook Platform, Facebook Site or Facebook Users. We further reserve the right, without liability, with or without notice and with or without cause, to discontinue the Facebook Platform and/or any portion or feature thereof for any reason and at any time in our sole discretion. Upon any termination or notice of any discontinuance, you must immediately stop your use of the Facebook Platform, and delete all Facebook Properties in your possession or control (including from your Facebook Platform Applications and your servers). Sections 2.A.6, 2.A.7, 2.A.8, 2.A.9, 2.A.10, 2.A.11, 2.A.12, 2.B.2, 2.B.3, 2.B.4, 2.B.5, 2.B.6, 2.B.8, 2.C, 2.D, 2.E, 4, 5, 6.D, 9, 10, 11, 12, 13, and 14, together with any accrued but unpaid payment obligations you may have hereunder and any definitions that are necessary to give effect to the foregoing provisions, will survive any termination of this Agreement and will continue to bind you and us in accordance with their terms.

Section 14. Certain General Provisions

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

Section 15. Contact Information

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

EXHIBIT C

Developer Principles & Policies

Home > Developer Principles & Policies

Introduction

Date of Last Revision: April 21, 2010

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

Platform applications and developers are required to comply with the following three 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

Be trustworthy

- Respect privacy
- Don't mislead or surprise users
- Don't spam – encourage authentic communications

Create a great user experience

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

Policies

I. Presenting Your Policies

1. You must provide a link to your privacy policy and any other applicable policies in the Info section of your application's Profile page and on every page of your application.

II. Features and Functionality

1. You must not confuse, mislead, surprise, or defraud anyone.
2. 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.
3. You must not use a user's session key to make an API call on behalf of another user.
4. You must not include functionality that proxies, requests or collects Facebook usernames or passwords.
5. You must not circumvent our intended limitations on core Facebook features. For example:
 - a. You must not inform a user that someone has removed the user as a friend.
 - b. You must not track visits to a user's profile, or estimate the number of such visits, whether aggregated anonymously or identified individually.
6. You must not significantly alter the purpose of your application such that users would view it as entirely unfamiliar or different.
7. To change the name of your application, you must use one of the following formats for 30 days before completely switching to your new application name: "New name (formerly 'old name')\" or "New name (renamed).\" For example, "App 2 (formerly App 1)\" or "App 2 (renamed).\"
8. 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.
9. Special provisions for email addresses obtained from us:
 - a. Emails you send must clearly indicate that they are from you and must not appear to be from Facebook or anyone else. For example, you must not include Facebook logos or brand assets in your emails, and you must not mention Facebook in the subject line, "from" line, or body header.
 - b. All emails to users must originate from the same domain.
10. Jabber/XMPP support:
 - a. You must not pre-fill messages or otherwise act on a user's behalf.
 - b. You must use the Connect-based authentication method unless your application is a

standalone desktop or mobile application that does not have a Facebook application ID.

c. You must only use Jabber to enable a full chat session by providing users with the ability to send and receive messages.

11. If you exceed, or plan to exceed, any of the following thresholds please contact us as you may be subject to additional terms: (>5M DAU) or (>100M API calls per day) or (>50M impressions per day).

III. Storing and Using Data You Receive From Us

1. You must give users control over their data by posting a privacy policy that explains what data you collect, and how you will use, store, and/or transfer their data.
2. You may cache data you receive from the Facebook API in order to improve your application's user experience, but you should try to keep the data up to date.
3. Users give you their basic account information when they connect with your application. For all other data, 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.
4. You cannot use a user's friend list outside of your application, even if a user consents to such use. You can use connections between users who have both connected to your application, subject to your privacy policy. 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. We may require you to delete data you receive from the Facebook API if you violate our terms.
5. You must not use user data you receive from us or collect through running an ad, including information you derive from your targeting criteria, for any purpose off of Facebook, without user consent.
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 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 from the Facebook API, including aggregate, anonymous or derivative data.
7. You will not include data you receive from us concerning a user in any advertising creative.
8. You must not give your secret key to another party, unless that party is an agent acting on your behalf as an operator of your application, but you must never give your secret key to an ad network. You are responsible for all activities that occur under your account identifiers.

IV. Application Content

A. Prohibited Content – You are responsible for all content within your application, including advertisements and user-generated content. You must not promote, or provide content (including any advertising content) referencing, facilitating, containing or using, the following:

1. Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual;
2. Obscene, defamatory, libelous, slanderous and/or unlawful content;
3. Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
4. Liquor, beer, wine or other alcoholic beverages (unless the appropriate Demographic Restrictions are used), or sale of tobacco products, ammunition and/or firearms;
5. Gambling, including without limitation, any online casino, sports books, bingo or poker;
6. Inflammatory religious content;
7. Politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
8. Content that exploits political agendas or uses "hot button" issues for commercial use regardless of whether the developer has a political agenda;
9. Hate speech, whether directed at an individual or a group, and whether based upon the race, disability, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
10. Illegal activity and/or illegal contests, pyramid schemes, sweepstakes or chain letters, if you run, reference, or facilitate a legally permissible sweepstakes, contest, or other promotion you are subject to Facebook's Promotions Guidelines;
11. "Spam" or other advertising or marketing content that violates applicable laws, regulations or industry standards.

B. Content Unsuitable for General Facebook User Base

1. If your application contains content unsuitable for consumption by the general Facebook user base (e.g., strong language, fantasy violence, simulated gambling, see also MPAA PG-13 and ESRB Teen standards), you must describe the nature of the content in the Info section of your application's Profile page.
2. You must provide users with a way to report user-generated content and timely address any user reports.

C. Advertisements and Cross-Promotions

1. You must not include advertisements or promotions, cross-promote other applications, or provide web search functionality on user profile pages or in content distributed through Facebook communication channels.
2. Your advertisements must comply with our Advertising Guidelines.

V. Application Integration Points

1. You must not incentivize users to grant additional permissions or use Application Integration Points.
2. You must not require users to grant additional permissions or add Application Integration Points, and must only request extended permissions at reasonable times when the user engages with features that would require the use.
3. You must not prompt users to send invitations, requests, publish a Stream story or use other Facebook communication channels immediately after a user allows access or returns to your application.
4. You must provide users with a "skip" button on any page where users are prompted to use a Facebook communication channel (e.g., invitations and requests) that is adjacent to and the same height and design of the send option. If a user chooses to "skip" you must not present the user with a similar prompt during that user's visit to your application.
5. You must not pre-select more than one person to receive information through a Facebook communication channel.
6. You must only use one Facebook communication channel in response to a user's single action.
7. You must not pre-fill any of the fields associated with the following products, unless the user 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).
8. Your Application tab label must not contain a call to action (e.g., "Click Here").
9. You must not prompt users to bookmark your application (e.g., by using a modal window or pop-up dialog). Instead, users must explicitly invoke any bookmark option you provide.
10. If you provide users with the option to bookmark your application, you must use our bookmark button or design your own using a similar style and prominence.
11. You must not set a custom privacy setting unless the user has proactively specified that they want this non-default setting.
12. You can tag a photo only with the express consent of the user on whose behalf you are doing the tagging, and must only tag images when the tag accurately labels what is depicted in the image.
13. Like button and Like box plugin:
 - a. You must not place a Like button or Like box plugin in an advertisement.
 - b. You must not sell or purchase placement of a Like button or Like box plugin.
 - 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 elements of the Like button or Like box plugin.

VI. Developer Responses to User Actions

A. Stream Stories

1. You must not present users with the Feed form or publish a Stream story unless a user has explicitly indicated an intention to share that content, by clicking a button or checking a box that clearly explains their content will be shared.
2. You must not provide users with the option to publish the same Stream story to more than one friend's wall at a time.
3. You must not use Stream stories as a method for users to invite friends to your application.
4. You must use discretion when publishing Stream stories and must not misuse the Stream by publishing an excessive amount of stories on a user's behalf.
5. You must not include calls to action in the body of your Stream stories (e.g., "Beat her score!" or "Can you beat her score?"). A call to action must only be presented as an action link (in line with "comment" and "like" and similar to Facebook's stories in design).

B. Counter

1. You must use the counter only to inform users about legitimate actions that they should take within your application, and must not use the counter for promotional or marketing purposes.

VII. Facebook's Feature and Functionality Terms and Trademarks

1. You must not express or imply any affiliation or relationship with or endorsement by us.
2. You must not use or make derivative use of Facebook icons.
3. You must not use terms for Facebook features and functionality (e.g., fan, feed, status, tag, like) in the name of your application, any corresponding URL, or your application's features and functionality, if such use could confuse users into thinking that the reference is to Facebook features or functionality of the same name.
4. You must not make use of Facebook trademarks, including but not limited to FACEBOOK, FACEBOOK LOGO, F LOGO, FB, WALL, POKE and 32665, or any trademarks or terms confusingly similar to Facebook trademarks, in any way that may suggest that we are affiliated with, endorse, or sponsor you or your application.

VIII. 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 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.

IX. Changes

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

X. Definitions

1. By "Application" we mean canvas page application, Connect integration, or any other technical integration we have assigned an application identification number.
2. By "Application Integration Point" we mean Application Info Section, Application tab, Feed, requests (including invites), Publisher, inbox attachments, Chat, 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: user ID, name, email, gender, birthday, current city, profile picture URL, and the user IDs of the user's friends who have also connected with your application.
4. By "Facebook Platform Terms and Policies" we mean the Statement of Rights and Responsibilities and the Developer Principles and Policies.
5. By "User data you receive from Facebook" (also called "user data you receive from us," "user data received from Facebook," or "user data received from us") 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.

XI. Additional Policies Governing Facebook Connect

XII. Escalation Procedures for Facebook Policy Issues

XIII. Contacting Facebook

XIV. Developer PR Policy

XV. Branding and Promotion Policy

There are currently no additional assets or policies in addition to those set out in the Statement of Rights and Responsibilities.

XVI. Advertising Guidelines

XVII. Facebook Credits Beta

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

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 Principles and 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.

- Stream Stories
- Data and Privacy
- Content
- Requests
- Advertisements

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2.

3.

EXHIBIT D

WARNING: You appear to be using an obsolete version of Internet Explorer. It can't display this website properly and is insecure. Please upgrade to a modern browser such as Google Chrome.



0.00

[Register / New User](#) [Help](#) [About](#)

[Log in](#)

1 > [Profile Engine intro](#)



[People](#) [Groups](#) [Dating](#) [Music](#) [Games](#) [Research](#) [Apps](#) [Ads by Google](#) [Search Engine](#) [Apps Facebook](#) [Real I](#)

About the Profile Engine

The Profile Engine began life in 2007 as the world's first dedicated search engine for Facebook. Originally it was simply called 'Advanced Search'. The Profile Engine made it much easier to find your friends on Facebook and provided powerful new search tools for meeting new people, making friends and dating. More than ten million people created detailed searchable profiles on The Profile Engine so that others can find them more easily. It made it easier to find old friends and to make new ones.

In 2011 we have launched a complete redesign of The Profile Engine and have added a huge range of new features to develop it into a fully fledged social network offering amazing new features which are not available on any other social network! We're starting by giving you unlimited free streaming music worldwide, and video as well! You can tailor your music playlist automatically to match your favourite bands (or the favourites of people you know). We have even built in Facebook chat and newsfeed right here on the Profile Engine so that you can keep in touch with your friends on Facebook right here in one place!

Chat to Facebook friends, browse your newsfeed, meet new people or find a date, all while listening to your favourite music and your friends' playlists, completely free of charge!

The Profile Engine is unique among social networks because profiles here only include information which the owner has made completely public. There is no need for complicated privacy settings and it's really easy to meet people because you can always see their profile without first becoming friends.

In early 2008 Facebook granted permission for the Profile Engine to index the public parts of Facebook profiles (in the same way as Google and other search engines do). Since then we have grown to include profiles for more than 420 Million people and 50 Million groups, making this the second largest social network in the world!

What you are looking at is an early version of the all-new Profile Engine, still under development and a little rough round the edges, but ready to play with. Lots more features will be added over the coming weeks, there's some really cool stuff under development so watch this space!

About Profile Technology

The Profile Engine is developed by Profile Technology Ltd, an innovative developer of cutting edge search engine and social network technology based in Auckland, New Zealand and part-owned by Auckland University of Technology through AUT Enterprises.

We have been conducting research into new techniques for searching social networks since 2007, as well as developing a range of popular social network applications with more than 25 million users worldwide. While developing apps for other social networks we observed that there were a whole load of design problems in those social networks (not least the search tools) and we set out to solve those problems with The Profile Engine.

If you would like to contact us, please first read the help page, where you will find answers to most common questions and an email address where you can reach us. If your question has not already been answered.

Credits

The Profile Engine is built using a range of open source software provided for free by the community who write it. Without the hard work and generosity of the open source community The Profile Engine (and most other websites) would not be possible. We work on improvements to open source software when we can and we contribute our improvements back for the benefit of other users of the software.

The key open source / free software projects on which The Profile Engine has been built and to whom we give our deepest thanks are:

- The Elgg social network engine
- The Sphinx full-text search engine
- Jappix mini chat bar
- Ubuntu linux
- PHP hypertext processor
- MariaDB databases
- Redis persistent in-memory cache

We also rely on the unique innovative features of one great commercial product: Tokudb fractal tree databases.

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EXHIBIT E

Email or Phone	Password	Log In
Keep me logged in	Forgot your password?	

[Sign Up](#) **Connect and share with the people in your life.**

Date of Last Revision: April 15th, 2010

Automated Data Collection Terms

1. These terms govern your collection of data from Facebook through automated means, such as through harvesting bots, robots, spiders, or scrapers ("Automated Data Collection"), as well as your use of that data.
2. You will not engage in Automated Data Collection without Facebook's express written permission.
3. By obtaining permission to engage in Automated Data Collection you agree to abide by these Automated Data Collection Terms, which incorporate by reference the Statement of Rights and Responsibilities.
4. You agree that your use of data you collect through Automated Data Collection will be confined solely to search indexing for display on the Internet unless granted separate approval by Facebook for alternative usage and display on the Internet.
5. You agree that you will not sell any data collected through, or derived from data collected through, Automated Data Collection.
6. You agree that you will not transfer data collected through Automated Data Collection in aggregated or bulk form.
7. You agree that you will destroy all data you have collected through Automated Data Collection upon Facebook's written request and that you will certify such destruction under penalty of perjury.
8. You agree that Facebook may revoke any permission granted at anytime for any reason and you agree to immediately cease collection and use of data collected through Automated Data Collection on notice of such revocation.
9. You agree to provide an accounting of all uses of data collected through Automated Data Collection within ten (10) days of your receipt of Facebook's request for such an accounting.
10. You agree that you will not circumvent any measures implemented by Facebook to prevent violations of these terms.
11. You agree that you will not violate the restrictions in any robot exclusion header.
12. You agree that you will only use your own true IP address/useragent identity and will not mask your services under the IP address/useragent string of another service.
13. You agree that you will not transfer any approved IP address or useragent to any party without Facebook's express written consent.
14. You agree that any violation of these terms may result in your immediate ban from all Facebook websites, products and services. You acknowledge and agree that a breach or threatened breach of these terms would cause irreparable injury, that money damages would be an inadequate remedy, and that Facebook shall be entitled to temporary and permanent injunctive relief, without the posting of any bond or other security, to restrain you or anyone acting on your behalf, from such breach or threatened breach. Nothing herein shall be construed as preventing Facebook from pursuing any and all remedies available to it, including the recovery of money damages.
15. Nothing herein shall be construed to confer any grant to, or license of, any intellectual property rights, whether by estoppel, by implication, or otherwise.

Clicking here will take you to an application form to apply for permission to engage in Automated Data Collection pursuant to these Automated Data Collection Terms.

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