



# Terms of Service Report

**California Business & Professions Code § 22677**

Report Date: April 1, 2025

Reporting Period: July 1, 2024 - December 31, 2024

# Current Version of the Terms of Service

Meta Platforms Inc. (“Meta”) provides this Terms of Service Report in accordance with California Business & Professions Code Section 22677, on behalf of Facebook, Instagram, and Threads.

Facebook’s Terms of Service are found [here](#) and are included in **Appendix A** of this report. Instagram’s Terms of Use are found [here](#) and are included in **Appendix B**. Thread’s Terms of Use are found [here](#) and are included in **Appendix C**.

Since our prior report, dated October 1, 2024, we’ve made various updates to our Terms of Service to improve clarity and provide additional information about certain existing policies and practices. This includes things like clarifying that people or businesses may still be subject to our Terms when they are logged out or if they access our products without an account.

## Content Moderation Practices<sup>1</sup>

Meta builds technologies that help people connect, find communities, and grow businesses. Facebook and Instagram help users connect with friends, family, and communities of people who share their interests. In doing so, Meta is committed to giving people a voice and keeping them safe.

Our approach to content moderation is detailed in the [Meta Transparency Center](#), where you can find more information on the following topics:

### Policies and Tools:

We maintain a set of globally applicable [Community Standards](#)<sup>2</sup> that define what is and isn’t allowed on Facebook, Instagram, and Threads. In addition, we have [Advertising Standards](#) in place for advertising and [Commerce Policies](#) applicable to the sale of products. We collaborate with global experts in technology, public safety, and human rights in developing these policies. We also build and enhance features for safety, so people can, for example, report content and block, hide, or unfollow accounts.

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<sup>1</sup> Consistent with the Ninth Circuit’s decision in *X Corp. v Bonta*, No. 24-271 (9th Cir. Sept. 4, 2024) and the subsequent permanent injunction in that case, we have omitted disclosures relating to the “Content Category Report provisions” of this regulation.

<sup>2</sup> On November 12, 2024, Meta launched the unified Community Standards, bringing together what was previously our Community Standards for Facebook, and our Community Guidelines for Instagram and Threads, into one set of policies. The rules themselves did not change as a result of this unification. For further information, see: <https://transparency.meta.com/community-standards-unified>.

We provide relevant terms and policies in languages in addition to English if we offer products in those languages.

### **Enforcement:**

Meta uses technology and human review teams to detect, review, and take action on millions of pieces of content and accounts every day on Facebook, Instagram, and Threads. In most cases, this happens automatically, with technology to detect, restrict, and remove content and accounts that may go against our policies. In other cases, our technology selects content for human review. Our teams review a blend of user reports and content surfaced by our technology.

### **Removals:**

We [remove](#) harmful content that goes against our policies, may [reduce](#) the distribution of problematic or low quality content that doesn't violate our policies, and inform people with additional context so they can decide what to click, read, or share. We also remove accounts that are used to [egregiously or persistently violate](#) our policies across our products, including those that compromise the security of other accounts and our services.

### **Automation and Human Review:**

Most removals of content and accounts happen automatically, with [technology](#) working behind the scenes to remove violating content—often before anyone sees it. Other times, our technology will detect potentially violating content but send it to review teams to check and take action on it.

Our technology also supports the review teams by [prioritizing the most critical content](#) to be reviewed, based on severity, virality, and likelihood of a violation. In order to prevent as much harm as possible, our review systems use technology to prioritize high-severity content with the potential for offline harm (e.g., posts related to terrorism and suicide) and viral content that is spreading quickly and has the potential to reach a large audience.

These [technologies](#) run on accounts, posts, comments, photos, and other pieces of content uploaded to Facebook, Instagram, and Threads. They determine how probable or likely it is that this content violates a certain policy and if the content should be automatically removed.

Additionally, our [human reviewers](#) are provided with various tools and resources when undertaking content review. For example, human reviewers receive in-depth training and often specialize in certain policy areas.

### **User Reports:**

When an individual reports a piece of content (e.g., a photo, comment, post) to us, we'll [take action](#) to remove the content if we find that it goes against our policies. Where we've reviewed the content, we'll let the reporting person know whether it did or did not go against our policies. At that time, if the reporting person disagrees with our decision, we generally offer an opportunity to [request another review](#).

## Appendix A

Terms of Service Effective January 1, 2025 | [View printable version](#)

Meta builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms of Service (the "Terms") govern your access and use of Facebook, Messenger, and the other products, websites, features, apps, services, technologies, and software we offer (the [Meta Products](#) or Products), except where we expressly state that separate terms (and not these) apply. (For example, your use of Instagram is subject to the Instagram Terms of Use). These Products are provided to you by Meta Platforms, Inc. These Terms therefore constitute an agreement between you and Meta Platforms, Inc. If you do not agree to these Terms, then do not access or use Facebook or the other products and services covered by these Terms.

These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Meta Platforms, Inc. regarding your use of our Products. They supersede any prior agreements.

We don't charge you to use Facebook or the other products and services covered by these Terms, unless we state otherwise. Instead, businesses and organizations, and other persons pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think may be relevant to you and your interests. We use your personal data to help determine which personalized ads to show you.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more about how personalized advertising under these terms works on the Meta Products.

Our [Privacy Policy](#) explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your [settings](#) pages of the relevant Meta Product at any time to review the privacy choices you have about how we use your data.

### [What Products do these Terms cover?](#)

#### 1. The services we provide

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

##### 1.1 Provide a personalized experience for you:

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

#### 1.2 Connect you with people and organizations you care about:

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

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

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

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

We show you personalized ads, offers, and other sponsored or commercial content to help you discover content, products, and services that are offered by the many businesses and organizations that use Facebook and other Meta Products. Section 2 below explains this in more detail.

#### 1.5 Promote the safety, security, and integrity of our services, combat harmful conduct and keep our community of users safe:

People will only build community on Meta Products if they feel safe and secure. We work hard to maintain the security (including the availability, authenticity, integrity, and confidentiality) of our Products and services. We employ dedicated teams around the world, work with external service providers, partners and other relevant entities and develop advanced technical systems to detect potential misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community, including to respond to user reports of potentially violating content. If we learn of content or conduct like this, we may take appropriate action based on our assessment that may include - notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. We share data across [Meta Companies](#) when we detect misuse or harmful conduct by someone using one of our Products or to help keep Meta Products, users and the community safe. For example, we share information with Meta Companies that provide financial products and services to help them promote safety, security and integrity and comply with applicable law. Meta may access, preserve, use and

share any information it collects about you where it has a good faith belief it is required or permitted by law to do so. For more information, please review our [Privacy Policy](#).

In some cases, the Oversight Board may review our decisions, subject to its terms and bylaws. Learn more [here](#).

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

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

#### 1.7 Research ways to make our services better:

We engage in research to develop, test, and improve our Products. This includes analyzing data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. Our [Privacy Policy](#) explains how we use data to support this research for the purposes of developing and improving our services.

#### 1.8 Provide consistent and seamless experiences across the Meta Company Products:

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

#### 1.9 Ensuring access to our services:

To operate our global services and enable you to connect with people around the world, we need to transfer, store and distribute content and data to our data centers, partners, service providers, vendors and systems around the world, including outside your country of residence. The use of this global infrastructure is necessary and essential to provide our services. This infrastructure may be owned, operated, or controlled by Meta Platforms, Inc., Meta Platforms Ireland Limited, or its affiliates.

## 2. How our services are funded

Instead of paying to use Facebook and the other products and services we offer, by using the Meta Products covered by these Terms, you agree that we can show you personalized ads and other commercial and sponsored content that businesses and organizations pay us to promote on and off [Meta Company Products](#). We use your personal data, such as information about your activity and interests, to show you personalized ads and sponsored content that may be more relevant to you.

Protecting people's privacy is central to how we've designed our personalized ads system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 18-35 who like cycling). We then show their ad to people who we think might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Meta Products. For example, we provide general demographic and interest information to advertisers to help them better understand their audience, like the fact that women between the ages of 25 and 34 who live in Madrid and like software engineering have seen an ad. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. Learn more about how Meta ads work [here](#).

We collect and use your personal data in order to provide the services described above to you. You can learn about how we collect and use your data in our [Privacy Policy](#). You have controls over the types of ads and advertisers you see, and the types of information we use to determine which ads we show you. [Learn more](#).

### 3. Your commitments to Facebook and our community

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

#### 3.1 Who can use Facebook

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

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

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

- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms, the [Community Standards](#), or other terms and policies that apply to your use of Facebook. If we disable your account for a violation of our Terms, the [Community Standards](#), or other terms and policies, you agree not to create another account without our permission. Receiving permission to create a new account is provided at our sole discretion, and does not mean or imply that the disciplinary action was wrong or without cause.
- You are prohibited from receiving our products, services, or software under applicable laws.



### 3.2 What you can share and do on Meta Products

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

1. You may not use our Products to do or share anything:
  - That violates these Terms, the [Community Standards](#), or [other terms and policies](#) that apply to your use of our Products.
  - That is unlawful, misleading, discriminatory or fraudulent (or assists someone else in using our Products in such a way).
  - That you do not own or have the necessary rights to share.
  - That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another's copyright or trademark, or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.
2. You may not upload viruses or malicious code, use the services to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our services, systems, or Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access, regardless of whether such automated access or collection is undertaken while logged-in to a Facebook account.
4. You may not proxy, request, or collect Product usernames or passwords, or misappropriate access tokens.
5. Except as provided in the [Platform Terms](#), you may not sell, license, or purchase any data obtained from us or our services, regardless of whether such data was obtained while logged-in to a Facebook account.
6. You may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.
7. You may not do, or attempt to do, anything to circumvent, bypass, or override any technological measures that Meta uses to control or limit access to our Products or data.

We can remove or restrict access to content that is in violation of these provisions. We can also suspend or disable your account for conduct that violates these provisions, as provided in Section 4.2.

If we remove content that you have shared in violation of the [Community Standards](#), we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. For information on account suspension or termination, see Section 4.2 below.

We work with independent fact-checkers in many jurisdictions to combat misinformation. When content has been rated by fact-checkers, we may add a notice to provide additional context. You can find more information about fact-checking [here](#).

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

We also can remove or restrict access to content, features, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate misuse of our services or adverse legal or regulatory impacts to Meta.

### 3.3 The permissions you give us

We need certain permissions from you to provide our services:

1. Your content: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You retain ownership of the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Facebook and other [Meta Company Products](#) you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a "license") to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

2. Permission to use content you create and share: Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your [privacy](#) and [application](#) settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as Meta Products or service providers that support those products and services. This license will end when your content is deleted from our systems.
3. Deleting Your Content: You can delete individual content you share, post, and upload at any time. In addition, all content posted to your personal account will be deleted if you delete your account. [Learn more](#) about how to delete your account. Account deletion does not automatically delete content that you post as an admin of a page or content that you create collectively with other users, such as photos in Shared Albums which may continue to be visible to other album members.

It may take up to 90 days to delete content after we begin the account deletion process or receive a content deletion request. If you send content to trash, the deletion process will automatically begin in 30 days unless you chose to delete the content sooner. While the deletion process for such content

is being undertaken, the content is no longer visible to other users. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

- where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted);
- where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
- where immediate deletion would restrict our ability to:
  - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
  - protect the safety, integrity, and security of our Products, systems, services, our employees, and users, and to defend ourselves;
  - comply with legal obligations for the preservation of evidence, including data Meta Companies providing financial products and services preserve to comply with any record keeping obligations required by law; or
  - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

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

### 3.4 Limits on using our intellectual property

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

permission under an open source license) to modify, translate, create derivative works of, decompile, or reverse engineer our products or their components, or otherwise attempt to extract source code from us, unless an exception or limitation applies under applicable law or your conduct relates to the [Meta Bug Bounty Program](#). We reserve all rights not expressly granted to you.

#### 4. Additional provisions

##### 4.1 Updating our Terms

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

We hope that you will continue using our Products, but if you do not agree to our updated Terms or wish to terminate your agreement to this contract, you can [delete](#) your account at any time and you must also stop accessing, or using Facebook and the other Meta Products.

##### 4.2 Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas. If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular the [Community Standards](#), we may suspend or permanently disable your access to Meta Company Products, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

We may disable or delete your account if after registration your account is not confirmed, your account is unused and remains inactive for an extended period of time, or if we detect someone may have used it without your permission and we are unable to confirm your ownership of the account. [Learn more](#) about how we disable and delete accounts.

Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. You can [learn more](#) about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

If you delete or we disable or delete your account, and you stop accessing, using, or visiting Facebook and the other Meta Products, or if this contract is otherwise terminated, then these Terms shall terminate as an agreement between you and us, except for the following provisions, which will remain in place: (3, 4.2-4.5).

##### 4.3 Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Meta Products (however caused and on any theory of liability, including negligence), even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Meta Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

#### 4.4 Disputes

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

You and Meta each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the Meta Products shall be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, cause of action, or dispute without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, in its sole discretion, Meta may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.

#### 4.5 Miscellaneous

1. Supplemental Terms: Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). If you use Avatars, then the [Avatar Terms](#) also apply. If you use our AI products and features, the [Meta AI Terms](#) also apply. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.

2. **Severability:** If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed and the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
3. **No Transfer:** You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
4. **Legacy Contact:** You may designate a person (called a legacy contact) to manage your account if it is memorialized. If you enable it in your settings, only your legacy contact or a person who you have identified in a valid will or similar legal document expressing clear consent to disclose your content to that person upon death or incapacity will be able to seek limited [disclosure](#) of information from your account after it is memorialized.
5. **No Third-party Beneficiaries:** These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
6. **User Name Change:** We may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
7. **Feedback:** We always appreciate your feedback and other suggestions about our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
8. **Other terms and policies that may apply to you**
  - **Community Standards:** These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Meta Products.
  - **Commercial Terms:** These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
  - **Community Payment Terms:** These terms apply to payments made on or through Meta Products.
  - **Commerce Policies:** These guidelines outline the policies that apply when you offer products or services for sale on Facebook, Instagram, and WhatsApp.
  - **Music Guidelines:** These guidelines outline the policies that apply if you post or share content containing music on any Meta Products.
  - **Advertising Policies:** These policies apply to partners who advertise across the Meta Products and specify what types of ad content are allowed by partners who advertise across the Meta Products.
  - **Self-Serve Ad Terms:** These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
  - **Facebook Pages, Groups and Events Policy:** These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.

- [Meta Platform Policy](#): These terms apply to the use of the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others to develop functionality, retrieve data from MetaProducts, or provide data to us.
- [Developer Payment Terms](#): These terms apply to developers of applications that use Facebook Payments.
- [Meta Brand Resources](#): These guidelines outline the policies that apply to use of Meta trademarks, logos, and screenshots.
- Recommendations Guidelines: The [Facebook Recommendations Guidelines](#) and [Instagram Recommendations Guidelines](#) outline our standards for recommending and not recommending content.
- [Live Policies](#): These policies apply to all content broadcast to Facebook Live.
- [Avatar Terms](#): These terms apply to the use of our Avatars and our Avatar features, including purchases and acquisitions of Avatar clothing in the Avatar store.
- [Meta AI Terms](#): These terms govern use of our Generative AI products and features.



## Appendix B

# Terms of Use

Welcome to Instagram!

These Terms of Use (or "Terms") govern your access and use of Instagram, except where we expressly state that separate terms (and not these) apply, and provide information about the Instagram Service (the "Service"), outlined below. The Meta Terms of Service do not apply to this Service.

The Instagram Service is one of the [Meta Products](#), provided to you by Meta Platforms, Inc. These Terms of Use therefore constitute an agreement between you and Meta Platforms, Inc. If you do not agree to these Terms, then do not access or use Instagram.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.

## 1. The Instagram Service

We agree to provide you with the Instagram Service. The Service includes all of the Instagram products, features, applications, services, technologies, and software that we provide to advance Instagram's mission: To bring you closer to the people and things you love. The Service is made up of the following aspects:

- Offering personalized opportunities to create, connect, communicate, discover and share. People are different. So we offer you different [types of accounts](#) and features to help you create, share, grow your presence, and communicate with people on and off Instagram. We also want to strengthen your relationships through shared experiences that you actually care about. So we build systems that try to understand who and what you and others care about, and use that information to help you create, find, join and share in experiences that matter to you. Part of that is highlighting content, features, offers and accounts that you might be interested in, and offering ways for you to experience Instagram, based on things that you and others do on and off Instagram.
- Fostering a positive, inclusive, and safe environment.  
We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive, including when we think they might need help. We also have teams and systems that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. We use all the information we have-including your information-to try to keep our platform secure. We also may share information about misuse or harmful content with other Meta Companies or law enforcement. Learn more in the [Privacy Policy](#).
- Developing and using technologies that help us consistently serve our growing community.  
Organizing and analyzing information for our growing community is central to our



Service. A big part of our Service is creating and using cutting-edge technologies that help us personalize, protect, and improve our Service on an incredibly large scale for a broad global community. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across our Service. Automated technologies also help us ensure the functionality and integrity of our Service. Learn more in the [Privacy Policy](#).

- Providing consistent and seamless experiences across other Meta Company Products. Instagram is part of the Meta Companies, which share technology, systems, insights, and information-including the information we have about you (learn more in the [Privacy Policy](#)) in order to provide services that are better, safer, and more secure. We also provide ways to interact across the Meta Company Products that you use, and designed systems to achieve a seamless and consistent experience across the Meta Company Products depending on your choices.
- Ensuring access to our Service.  
To operate our global Service, we must store and transfer data across our systems around the world, including outside of your country of residence. The use of this global infrastructure is necessary and essential to provide our Service. This infrastructure may be owned or operated by Meta Platforms, Inc., Meta Platforms Ireland Limited, or their affiliates. For more information about how we transfer, store or process your information, please review our [Privacy Policy](#).
- Connecting you with brands, products, and services in ways you care about.  
We use data from Instagram and other Meta Company Products, as well as from third-party partners, to show you ads, offers, and other sponsored content that we believe will be meaningful to you. And we try to make that content as relevant as all your other experiences on Instagram.
- Research and innovation.  
We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

## 2. How Our Service Is Funded

Instead of paying to use Instagram, by using the Service covered by these Terms, you acknowledge that we can show you ads that businesses and organizations pay us to promote on and off the [Meta Company Products](#). We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.

We show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal and the kind of audience they want to see their ads. We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Instagram. For example, we provide general demographic and interest information to advertisers to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. Learn more about how Instagram ads work [here](#).

You may see branded content on Instagram posted by account holders who promote products or services based on a commercial relationship with the business partner mentioned in their content. You can learn more about this [here](#).

### 3. The Privacy Policy

Providing our Service requires collecting and using your information. The [Privacy Policy](#) explains how we collect, use, and share information across the [Meta Products](#). It also explains the many ways you can control your information, including in the [Instagram Privacy and Security Settings](#). You must agree to the Privacy Policy to use Instagram.

### 4. Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

4.1 Who Can Use Instagram. We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the Instagram community.

- You must be at least 13 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

4.2 How You Can't Use Instagram. Providing a safe and open Service for a broad community requires that we all do our part.

- You can't impersonate others or provide inaccurate information.  
You don't have to disclose your identity on Instagram, but you must provide us with accurate and up to date information (including registration information), which may include providing personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for someone else unless you have their express permission.
- You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
- You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the [Community Standards](#), [Meta Platform Terms and Developer Policies](#), and [Music Guidelines](#).  
If you post branded content, you must comply with our [Branded Content Policies](#), which require you to use our branded content tool. Learn how to report conduct or content in our [Help Center](#).

- You can't do anything to interfere with or impair the intended operation of the Service. This includes misusing any reporting, dispute, or appeals channel, such as by making fraudulent or groundless reports or appeals.
- You can't attempt to create accounts or access or collect information in unauthorized ways. This includes creating accounts or accessing or collecting information in an automated way without our express permission, regardless of whether such automated access or collection is undertaken while logged-in to an Instagram account.
- You can't sell, license, or purchase any account or data obtained from us or our Service, regardless of whether such data was obtained while logged-in to an Instagram account. This includes attempts to buy, sell, or transfer any aspect of your account (including your username); solicit, collect, or use login credentials or badges of other users; or request or collect Instagram usernames, passwords, or inappropriate access tokens.
- You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods). You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent you own or have obtained all necessary rights to the content you post or share. Learn more, including how to report content that you think infringes your intellectual property rights, [here](#).
- You can't modify, translate, create derivative works of, or reverse engineer our products or their components.
- You can't use a domain name or URL in your username without our prior written consent.
- You can't do, or attempt to do, anything to circumvent, by-pass, or override any technological measures that control or limit access to the Service or data.

4.3 Permissions You Give to Us. As part of our agreement, you also give us permissions that we need to provide the Service.

- We do not claim ownership of your content, but you grant us a license to use it. Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service and you are free to share your content with anyone else, wherever you want. However, we need certain legal permissions from you (known as a "license") to provide the Service. When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. To learn more about how we use information, and how to control or delete your content, review the [Privacy Policy](#) and visit the [Instagram Help Center](#).
- Permission to use your username, profile picture, and information about your relationships and actions with accounts, ads, and sponsored content.

You give us permission to show your username, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on Meta Products, without any compensation to you. For example, we may show that you liked a sponsored post created by a brand that has paid us to display its ads on Instagram. As with actions on other content and follows of other accounts, actions on sponsored content and follows of sponsored accounts can be seen only by people who have permission to see that content or follow. We will also respect your ad settings. You can learn more [here](#) about your ad settings.

- You agree that we can download and install updates to the Service on your device.

## 5. Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our [Brand Guidelines](#) or with our prior written permission.
- You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

## 6. Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our [Community Standards](#)), or we are permitted or required to do so by law. We work with independent fact-checkers in many jurisdictions to combat misinformation. When content has been rated by fact-checkers, we may add a notice to provide additional context. You can find more information about fact-checking [here](#). We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your access to the Meta Products and Meta Company Products) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies (including our [Community Standards](#)), if you repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law. We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our [Help Center](#). When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the

deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to these Terms of Use and our [Privacy Policy](#). After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

- Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:
  - where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
  - where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
  - where deletion would restrict our ability to:
    - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
    - protect the safety and security of our products, systems, and users;
    - comply with a legal obligation, such as the preservation of evidence; or
    - comply with a request of a judicial or administrative authority, law enforcement, or a government agency;
  - in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, and you stop accessing or using Instagram, or if this contract is otherwise terminated, then these Terms shall terminate as an agreement between you and us, but this section, the section above called "Your Commitments," and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted, or this contract is otherwise terminated.

## 7. Our Agreement and What Happens if We Disagree

### 7.1 Our Agreement.

- Your use of music on the Service is also subject to our [Music Guidelines](#), and your use of our API is subject to our [Meta Platform Terms and Developer Policies](#). If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. For example, if you use payment features, you will be asked to agree to the [Community Payment Terms](#). If you use Avatars, then the [Avatar Terms](#) also apply. If you use our AI products and features, the [Meta AI Terms](#) also apply. If any of those terms conflict with this agreement, those other terms will govern.
- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.

- We reserve all rights not expressly granted to you.

## 7.2 Who Has Rights Under this Agreement.

- Our past, present, and future affiliates and agents, including Instagram LLC, can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, this agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

## 7.3 Who Is Responsible if Something Happens.

- Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.
- You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

## 7.4 How We Will Handle Disputes.

- Except as provided below, you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted; you and we may bring a claim only on your own behalf and cannot seek relief that would affect other Instagram users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only



that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.

- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. You and we expressly waive a trial by jury.  
The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.  
This arbitration provision is governed by the Federal Arbitration Act.  
You can opt out of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, username, email address or phone number you use for your Instagram account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: Meta Platforms, Inc. ATTN: Instagram Arbitration Opt-out, 1601 Willow Rd., Menlo Park, CA 94025.
- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your Instagram account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Meta Platforms, Inc., ATTN: Instagram Arbitration Filing, 1601 Willow Rd. Menlo Park, CA 94025. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Instagram account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring or if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.
- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

#### 7.5 Unsolicited Material.

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

## 8. Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to access or use the Service, you will be bound by the updated Terms. If you do not agree to any updated Terms or wish to terminate your agreement to this contract, you can do so by deleting your account [here](#) and no longer accessing or using any part of the Instagram Service.



## Appendix C

### Threads Terms of Use

Welcome to the Threads Service (as defined below). These Threads Terms of Use (the “Terms”) govern your use of the Threads Service and supplement and amend the [Instagram Terms of Use](#) and the [Instagram Community Guidelines](#) which are incorporated into these Terms by reference. The Threads Service is accessed through and part of the “Meta Products” provided by Meta Platforms, Inc. (“Meta”), and your use of the Threads Service is deemed part of your use of Instagram (as defined below). Depending on your country of residence, aspects of this service may be owned, operated, or controlled by Meta Platforms, Inc., Meta Platforms Ireland Limited, or its affiliates. References to “us,” “we,” and “our” mean either Meta Platforms, Inc. or Meta Platforms Ireland Limited, or its affiliates, as appropriate. Any capitalized terms used but not defined herein have the meaning given in the Instagram Terms. In the event of any conflict between these Terms and the Instagram Terms, these Terms govern solely with respect to your use of the Threads Service and solely to the extent of the conflict. By using the Threads Service, you agree to these Terms.

**Dispute Resolution on an Individual Basis:** You and we agree to resolve all disputes arising out of or relating to these Terms or the Threads Service in accordance with the arbitration and/or forum-selection provisions in the [Instagram Terms of Use](#) in effect at the time that you or we commence the dispute.

The following definitions apply to these Terms:

- “Instagram” means the “Service” as defined in the Instagram Terms.
- “Instagram Terms” means collectively, the [Instagram Terms of Use](#) and the [Instagram Community Guidelines](#).
- “Protocol” means an interoperable protocol that allows social networking and other services to interface with a network of servers to facilitate the exchange of content and information between the users of such servers and interfaces. For clarity, the Protocol is not part of the Threads Service or Instagram.
- “Third Party Content” means content and information that has been shared to a Third Party Server by end users of a Third Party Service, even if that content may be viewed or interacted with on the Threads Service.
- “Third Party Server” means a server operated or controlled by a third party that is integrated with the Protocol and that stores content and information uploaded or shared by users of Third Party Services. For clarity, because the Protocol is interoperable, to the extent the Threads Service is integrated with the Protocol, content and information on a Third Party Server may be accessed and stored by the Threads Service through the Protocol as a result of interacting with the Threads Service.
- “Third Party Service” means a service/client operated by a third party that also interfaces with the Protocol to allow such service’s respective users to upload, access, interact with, and share content and information to and from a broader community of individuals using services integrated with the Protocol.
- “Third Party Users” means end users that access a Third Party Service from such Third Party Service’s websites or applications.

- “Threads Content” means content and information that has been uploaded or submitted to a Threads Server by a Threads User.
  - “Threads Server” means a server/client operated or controlled by Meta that stores content and information uploaded or shared by users of the Threads Service, and which may be integrated with the Protocol. For clarity, because the Protocol is interoperable, to the extent the Threads Service acts as an interface with the Protocol, content and information on a Threads Server may be accessed and stored by Third Party Services as a result of using the Threads Service.
  - “Threads Service” means the Threads application or website, an Instagram Service, that allows Threads Users to share, view, and interact with information to and from other Threads Users, and any content that is provided directly by Meta via such application or website. When the Threads Service is integrated with the Protocol, the Threads Service will then also function as an interface with the Protocol and allow users to interact with Third Party Users and Third Party Services that are also integrated with the Protocol.
  - “Threads Users” means end users that access the Threads Service from the Threads Service’s website or application.
1. Understanding the Threads Service
    1. Non-Interoperable Functionality
      1. The Threads Service allows you to upload, access and share content and information with other individuals using the Threads Service. When the Threads Service is not integrated with the Protocol, content or information you share will be stored on Threads Servers and will not be shared to Third Party Services.
    2. Interoperable Capabilities
      1. Once the Threads Service is integrated with the Protocol, the interoperable capabilities of the Threads Service function as an interface for you to be able to upload, access, share, and interact with content and information to and from the broader community of individuals using Third Party Services via the Protocol. Interoperable capabilities will continue to evolve and may not always be available via the Threads Service.
      2. Once the Threads Service is integrated with the Protocol, Meta will share your content, information, and interactions to Third Party Services. Please be aware that you are directing us to deliver your information to services not controlled by Meta as necessary to integrate with the Protocol, so that your information can be stored and processed by the Third Party Services.
      3. Although certain activities within the Threads Service may rely on use of the Protocol, the Protocol is separate and distinct from the Threads Service. The Protocol is not considered a “Meta Product” or “Service” under these Terms or the Instagram Terms. Meta does not provide, own or control any part of the Protocol and will not be responsible or

liable to you for any elements of the Protocol or any Third Party Services that you may interact with via the Protocol. Please note that the Protocol or any related Third Party Services may be subject to different terms and conditions and/or privacy policies, so you should review those carefully if independently using or accessing them.

## 2. Who Can Use the Threads Service

1. In order to use the Threads Service, you must be in compliance with these Terms and the rest of the [Instagram Terms](#). For clarity, any provisions under the Instagram Terms regarding who is able to use Instagram will also apply to your ability to use the Threads Service.
2. You will sign up and login to the Threads Service using your Instagram account or any other account that we may choose to enable in the future. You are solely responsible for any activity on your profile and for maintaining the confidentiality and security of your password.
3. In order to use the Threads Service, we may request that you provide additional information or documents regarding your use of the Threads Service, as required to provide the Threads Service or by applicable laws. You agree to provide such information or documents and represent and warrant that all information you provide to Meta is accurate and up to date. You acknowledge that in the process of these identity verification procedures we may make inquiries, including through third parties, in order to verify your identity.

## 3. How You Can't Use the Threads Service

1. You agree that you shall not, nor shall you cause or permit any third party to do, or attempt to do any of the following in connection with your use of the Threads Service: (i) exploit the Threads Service for any commercial purpose; (ii) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems; (iii) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Threads Service; and (iv) use any robot, spider, crawlers, scraper or other automatic device, process, software or queries that intercepts, "mines", scrapes, extracts or otherwise accesses the Threads Service to monitor, extract, copy or collect information or data from the Threads Service, or engage in any manual process to do the same.
2. Additionally, you agree that the Instagram [Terms of Use](#), including the section titled "Your Commitments" also applies to your use of the Threads Service.

## 4. Content

1. Threads Service Features and Tools:
  1. If you upload or share any Threads Content, you hereby grant us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your Threads Content (in accordance with the

Privacy Policy and Threads Supplemental Privacy Policy). You also represent and warrant that (i) you have, or have obtained, all necessary rights, licenses, consents, permissions, power and/or authority (including all intellectual property rights) to grant Meta the rights to use your Threads Content, and (ii) your Threads Content will not contain any material that infringes any third party's rights, including any intellectual property rights, or any applicable laws, unless an exception or limitation applies under applicable law. This license will end when your Threads Content is deleted from the Threads Server, subject to the deletion limitations noted below.

2. When using the Threads Service, all content that you upload or share must comply with the Instagram [Community Guidelines](#) as the service is part of Instagram.
2. Interoperable Capabilities: From and after any periods when the Threads Service is integrated with the Protocol, the license granted in Section 4(a) in and to your Threads Content shall also include the right to make available and share your Threads Content to and with Third Party Users and on Third Party Services that are also integrated with the Protocol. You acknowledge that from and after any periods when the Threads Service is integrated with the Protocol, Threads Content may be hosted on either a Threads Server or a Third Party Server, and that Meta shall only be responsible for Threads Content that is hosted on a Threads Server. To the extent the Threads Service is integrated with the Protocol, you acknowledge that following deletion, Threads Content may continue to be stored and/or archived on Third Party Servers that have accessed such Threads Content via the Protocol, which Meta has no control over.
5. Content Deletion and Deactivating or Terminating Your Threads Profile
  1. Threads Service Features and Tools:
    1. Meta has the right to (i) remove any Threads Content that is stored on Threads Servers from being accessible from within the Threads Service if Meta believes that such Threads Content violates these Terms or the Instagram Terms or if Meta is permitted or required to do so by applicable law, (ii) provide notice to Third Party Servers about enforcement actions taken with respect to Threads Content, and (iii) take any action that Meta believes is necessary or appropriate if Meta reasonably believes that any such Threads Content infringes the rights of others and/or could create liability or adverse legal or regulatory implications for Meta or other Threads Users.
    2. To the extent permitted by applicable law, we can refuse to provide or stop providing all or part of the Threads Service to you (including terminating or disabling your profile and access to the Threads Service) without notice (or after providing

reasonable notice where required by applicable law), for any reason, including to protect our community or services, including Instagram, if you violate these Terms or the Instagram Terms, or where we are permitted or required to do so by law. We can also terminate or change the Threads Service or stop providing all or part of the Threads Service in our reasonable discretion.

3. If you believe your profile has been terminated in error, or you want to disable or permanently delete your profile, consult our [Help Center](#).
4. When you [deactivate your Threads profile](#), your Threads information will be hidden from view by other users, but it will remain on the Threads Servers. To delete your information, you can find and delete individual content, delete your Threads profile, or delete your Instagram account. When you request to [delete your Threads profile](#) or Instagram account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete your Threads information after the deletion process begins. Subject to Section 5(b) (Interoperable Capabilities) below, while the deletion process is being undertaken, deleted information is no longer visible on the Threads Service by Threads Users, but remains subject to these Terms and the Threads Supplemental Privacy Policy. After the Threads Content is deleted from Threads Servers, it may take us up to another 90 days to remove it from backups and disaster recovery systems.
5. Should you choose to delete your Threads Content, Threads profile, or Instagram account, deletion from Threads Servers may not occur within 90 days where:
  1. your Threads Content has been used, copied, reposted or shared by others in accordance with the license granted under these Terms and they have not deleted it (in which case this license will continue to apply until that content is deleted);
  2. deletion within 90 days is not possible due to technical limitations of our systems, including the Threads Servers, in which case, we will complete the deletion as soon as technically feasible; or
  3. deletion would restrict our ability to: (I) investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems); (II) protect the safety and security of our products, systems, and Threads Users; (III)

comply with a legal obligation, such as the preservation of evidence; or (IV) comply with a request of a judicial or administrative authority, law enforcement, or a government agency; in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

6. If you delete or we disable your Threads profile or Instagram account, these Terms shall terminate as an agreement between you and us, but this section and the section in the Instagram Terms called “Our Agreement and What Happens if We Disagree” will still apply even after your profile or account is terminated, disabled, or deleted.

## 2. Interoperable Capabilities

1. Meta has the right to (i) remove any Third Party Content that is stored on Threads Servers from being accessible from within the Threads Service (a) if Meta believes that such Third Party Content violates these Terms or the Instagram Terms, (b) if Meta is permitted or required to do so by applicable law, or (c) for any reason in Meta’s sole discretion and (ii) take any action that Meta believes is necessary or appropriate if Meta reasonably believes that any such Third Party Content infringes the rights of others and/or could create liability or adverse legal or regulatory implications for Meta or other Threads Users.
2. You acknowledge that any Threads Content or Third Party Content that was removed or made inaccessible from the Threads Service by Meta, while the Threads Service is integrated with the Protocol, might still (i) be viewed on Third Party Services that have accessed such Threads Content via the Protocol or (ii) stored on Third Party Servers, as Meta does not have control over such Third Party Services or Third Party Servers. For the avoidance of doubt, you acknowledge that Meta can only delete Threads Content that is hosted on Threads Servers, and Meta cannot remove or delete any Threads Content from any Third Party Services or Third Party Servers.

## 6. Privacy

1. Our [Privacy Policy](#) and the [Threads Supplemental Privacy Policy](#) explain how we collect, use, and share information across the Meta Products, including for the Threads Service. You must agree to the Privacy Policy and Threads Supplemental Privacy Policy to use the Threads Service.

## 7. DMCA Policy

1. In accordance with the Digital Millennium Copyright Act (“DMCA”), and other applicable laws, if you repeatedly post content that infringes

someone else's intellectual property rights, such as copyrights or trademarks, your profile may be removed under the Threads Service's repeat infringer policy in our sole discretion. Under this policy you could also lose access to certain features or functionality on the Threads Service. We may also limit access to the Threads Service and/or terminate the profiles of any Threads Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. The actions taken under these policies may depend on the nature of the reported content and where it was posted.

2. If you believe that any Threads Content or any Third Party Content accessible within the Threads Service infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Threads Designated Agent

Meta Platforms, Inc.

1 Meta Way

Menlo Park, CA 94025

Phone: 1 (650) [543-4800](tel:543-4800)

Email: [ip@instagram.com](mailto:ip@instagram.com)

3. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

#### 8. Ownership

1. You acknowledge and agree that Meta and its licensors own all rights, title and interest in and to the Threads Service (other than any Threads Content). You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Threads Service. For clarity, Meta does not own or control the Protocol or any Third Party Services accessible through the Protocol.

#### 9. Meta's Liability to You

1. Meta will not have any responsibility or liability to you for (i) any interactions you have with Threads Users or, to the extent applicable, your activities on any Third Party Services or interactions with Third Party Users; (ii) any Threads Content that may be sent to Third Party Services from the Threads Service or Third Party Content that may be sent from Third Party Services to the Threads Services, including any obligation to review or takedown such content; and (iii) all activities occurring off the



Threads Service, including on any Third Party Services, in connection with data or information accessed through the Threads Service.

#### 10. Indemnification

1. You agree to indemnify, defend and hold harmless Meta and its parents, affiliates, officers, directors, employees, agents, representatives, partners and licensors from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or related to your interaction with or activities on Third Party Services via the Protocol, if applicable, including any of your Threads Content that may be sent to any Third Party Services or stored on any Third Party Servers.

#### 11. Updates

1. We may modify these Terms from time to time, in which case we will update the "Last Updated" date at the bottom of these Terms. If we make changes that are material, we will use reasonable efforts to provide you with notice by e-mail and/or by placing notice on the Threads Service before we make changes to these Terms, unless the changes are required for safety or security purposes or to comply with applicable law (in which case we will provide notice as soon as reasonably practicable). However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Threads Services after the modifications have been effective will be deemed your acceptance of the modified Terms.