

Social Networks' Terms of Service/Privacy Policies

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Badoo

Terms and Conditions of Use

<http://badoo.com/terms/>

The Terms and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. In the event there is a discrepancy between this English language version and any translated copies of the Website Terms and Conditions, the English version shall prevail.

The Summary

Hello. You should read these terms and conditions in full because they apply every time you visit Badoo. However, just in case you ever need a reminder of the main points, here's a quick summary:

If you are under the age of 18 then unfortunately you can't use Badoo yet because it's a meeting place for adults only.

We're not responsible for anything that you post or say while you are on Badoo and we don't monitor the content of the site, but if we do see or someone alerts us that you have posted something that we think is inappropriate then we are allowed at our discretion to remove it.

If you post any content that actually belongs to someone else and they get annoyed (or even call in their lawyers), we are not in the firing line. You have to take responsibility for what you post.

If you are concerned about how your data is being used by Badoo then please refer to our [Privacy Policy](#). It will tell you all you need to know.

The full legal bit

Badoo is a social media website designed as a forum for meeting new people, a place to have discussions and to share photos, news and information. It is intended to be a fun place to visit and it is important to us (and for you) that it remains a safe and friendly environment so you agree that you will only use Badoo in a manner consistent with its purpose and which is in accordance with these terms and conditions (the "Terms").

The Terms constitute a binding legal agreement between you as user ("**you**") and Badoo Trading Limited, an English company whose registered office is Summit House, 12 Red Lion Square, London WC1R 4QD ("**we**" or "**us**") of www.badoo.com (together with affiliated websites and applications, "**Badoo**"). Badoo

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Trading Limited collaborates with its group company Badoo Aggregation Limited (a company incorporated in Ireland under company number 496494) in order to facilitate the delivery of content to you and to collect payments.

The Terms apply whenever you visit Badoo, whether or not you have chosen to register with us, so please read them carefully. By accessing, using, registering for or receiving services offered on Badoo (the “**Services**”) you are accepting and agreeing to be bound by the Terms.

IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS THEN YOU MUST NOT ACCESS OR USE THE SITE.

1. Use of the site and rules relating to content

Who can use Badoo?

Badoo is a meeting place for adults. You may only use and become a registered member of Badoo if you are 18 years old or older (or the age of majority in the country in which you reside if that happens to be greater than 18).

You warrant that you have the right, authority and capacity to enter into and be bound by the Terms and that by using Badoo you will not be violating any law or regulation of the country in which you are resident. You are solely responsible for your compliance with all applicable local laws and regulations.

You further warrant that you have not been convicted of, nor are subject to any court order relating to assault, violence, sexual misconduct or harassment.

What kind of content can I post on Badoo?

You are able to post all kinds of things on Badoo, including photographs, emails, messages and other content (“**Content**”).

There are some rules about what is acceptable though, so when you are using Badoo you may not post or send any Content which:

contains expletives or language which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person;

is obscene, pornographic or otherwise may offend human dignity;

is abusive, insulting or threatening, or which promotes or encourages racism, sexism, hatred or bigotry;

incorporates the image or likeness of any individual under 18 years of age;

encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence;

is defamatory;

relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers);

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involves the transmission of “junk” mail or “spam”;

contains any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Badoo or otherwise; or

itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights).

Please use your common sense when picking the Content that you choose to post on or send via Badoo because you are solely responsible for, and bear all liability in relation to, such Content.

Are there any rules relating to personal information like my email address?

You may not display any personal contact or banking information on your individual profile page (“**Profile**”) whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances. We recommend you follow our [Guidelines and Safety Tips](#) when doing so.

What about other people's personal information, can I use it?

You may only use other Badoo user's personal information to the extent that your use of it matches Badoo's purpose of allowing people to meet one another. You may not use other users' information for commercial purposes, to spam, to harass, or to make unlawful threats. Badoo reserves the right to terminate your account if you misuse other users' information.

Some of my friends want to see all the people I'm chatting with. Can I tell them my password and let them log on as me?

The short answer is no. Only you are authorised to access your account with Badoo. You must not share your password with anyone or let anyone else access your account as this jeopardises the security of all of the Content and personal information that you have submitted to Badoo. You are responsible for keeping your password secret and secure. If you don't, Badoo is not liable for any unauthorised access to your account. If you suspect that someone has gained access to your account, you must let us know immediately by visiting [Feedback page](#) and telling us of your suspicions or concerns. You must also immediately change your password. Badoo reserves the right to terminate your account if you violate our rules on keeping your password secure.

Who can see the Content that I put on Badoo?

When you upload Content to Badoo it can be accessed and viewed by the general public. If you do not want such Content to be viewed by others, then you can opt to use the private folders and select the person to whom you wish to give access. If you still do not want such Content to be viewed by others, then you should not upload it to Badoo. We reserve the right (without obligation) at our sole discretion

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and without giving you notice, to remove or edit, limit or block access to any Content that you upload or submit to Badoo without any incurring liability to you. We have no obligation to display any Content that you submit to Badoo, nor to check the accuracy or truthfulness of any Content submitted to Badoo, nor to monitor your use or the use of other users of Badoo.

2. Ownership of Content

Once I have uploaded Content on Badoo, do I still own it?

Yes (provided you are the rightful owner in the first place — please see our other rules regarding posting Content that doesn't belong to you).

Please note though that by posting or sending Content on Badoo you represent and warrant to us that you have the right to do so, and automatically grant to us a non-exclusive, royalty free, perpetual, worldwide licence to use such Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-licence the above licence to our affiliates and successors without any further approval by you.

By submitting Content to Badoo you are warranting that you are the exclusive author and owner of that Content and you agree that you waive any and all moral rights relating to that Content (including, without limitation, the right to be identified as the author).

We have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights or of their right to privacy or any other law.

Who does the rest of the Content on Badoo belong to then?

Us! All text, graphics, user interfaces, trademarks, logos, sounds and artwork on Badoo are owned, controlled or licensed by us and are protected by copyright, trademark and other intellectual property law rights.

Can I use any of the Content that doesn't belong to me?

Other than in relation to Content submitted by you to Badoo, you do not have any rights in relation to the Content on Badoo and you agree that you will not use any Content in any manner which may infringe any third party's rights. Without limitation to the foregoing, this means that you agree that you will not copy, modify, adapt, distribute, publish or sell all or any part of the Badoo site or the Content contained on it (other than the Content submitted by you) to anyone else.

3. Paid for Services

What can I buy on Badoo?

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Badoo offers you the opportunity to pay for certain services offered on the site. Badoo's premium services include various opportunities to find and meet additional people, to customise your profile and to boost your profile so more people find you. Badoo also offers the ability to play various games on the site. All of these premium services can be purchased after you register, and you may subscribe to the premium services for various lengths of time. Once you have paid for any premium services, they are non-refundable. You can change your Auto Top-up at anytime in your payment settings on your profile page.

How do I renew my premium services with Badoo?

Once you have requested a Badoo premium service, you authorise Badoo to charge your chosen payment method. If you want to cancel or change your payment method at any time, you can do either via the payment settings option under your profile or by contacting your mobile service provider. If your chosen payment method is via your mobile service provider, then please check with them about their payment terms, as their payment terms will govern how payments to Badoo are made as well as how such payments may be changed or cancelled. Your subscription to Badoo's premium services will automatically renew until you decide to cancel, and if you have enabled the auto top-up feature, your account will automatically be topped up until you decide to disable this feature.

Can I transfer any of my paid for services or credits to another Badoo user?

If you elect to partake in any of the games, premium features or range of services designed to improve your Badoo user experience, you agree to use these services for yourself and not to transfer (for free or as a sale) to or purchase, or sell such services from other Badoo users. Badoo reserves the right not to honour any paid for services where you have attempted to transfer those services to another user or you have attempted to buy those services from another user. Badoo will only provide paid for services to you if you are the person to whom it was issued.

Do my credits last forever?

No. We reserve the right to expire any unused credits expire 6 months (unless the credits are purchased through iTunes). If you delete your account or if your account is terminated by us due to breach of these Terms, you will lose any accumulated credits. If you receive free or promotional credits, we may expire them at any time. Credits are not redeemable for any sum of money or monetary value from us unless we agree otherwise in writing.

Please refer to the Service Conditions on your 'top-up' page for further details relating to your payments.

4. Access to the site

Do you guarantee that Badoo will be up and running at all times?

Unfortunately we can't guarantee that because sometimes we have to carry out maintenance to the site or it may be affected by a fault or circumstances which are outside our control, so Badoo is provided on an "as is" basis. No warranty is given about the quality, accuracy, functionality, availability or performance of Badoo and we reserve the right to suspend, withdraw, amend, modify or vary the service provided on Badoo without notice and without incurring any liability to you.

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What about mobile access?

You are responsible for making all the necessary arrangements to ensure you can access Badoo (including, but not limited to Internet provider and mobile internet provider fees and, any other charges associated with such access). We shall not be held responsible for any reduced functionality you may encounter as result of or in connection with accessing Badoo through mobile services or any similar service currently known or developed in the future.

By accessing Badoo or agreeing to receive messages or notifications from Badoo through your mobile phone and/or any other connected media device, you accept that you may incur charges from your internet or mobile service provider. We shall not under any circumstances be liable for such charges.

I'm not registered and I can't seem to access some Content on the site. Why is that?

Non-registered users are able to access only that portion of Badoo that is publicly available. They will not have a Profile or the ability to upload any Content. The extent of registered users' access to Badoo will depend on certain criteria relating to their Profile being met. We may change or update the criteria from time to time without prior notice and at our discretion.

5. Termination of use by us

My Profile has disappeared and I can't log in. What's going on?

Sometimes people forget about the Terms and post Content or act in a way while on Badoo which is not consistent with the purpose of the site. If we think that you may be one of those people, then we reserve the right at our sole discretion, at any time and without liability or the need to give you prior notice or to refund any unused services to:

suspend or revoke your registration (where applicable) and your right to access and/or use Badoo or submit any Content to Badoo; and

make use of any operational, technological, legal, or other means available to enforce the Terms (including without limitation blocking specific IP addresses).

We will try (but we are not obliged) to notify you if your access to Badoo and/or your Profile is to be or has been suspended or terminated.

6. Termination of use by you

They say that you can have too much of a good thing... what do I do if I want to "unregister" myself from Badoo?

If you have registered on Badoo, you can terminate your registration at any time by going to the 'Settings' control on Badoo when you are logged in and choosing the 'delete profile' link. We save your profile information in case you later decide to restore your account. Many users deactivate their accounts for temporary reasons and in doing so expect us to maintain their information until they return to Badoo. You will therefore be able to restore your account and your profile in its entirety within 30 days of deactivating it. Once your registration is terminated, we have the right to delete any related Content that you have submitted or uploaded on to Badoo. For further details, please refer to our [Privacy Policy](#).

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Content that you have uploaded to Badoo, other than your Profile (such as comments or email messages), may still appear on Badoo following termination of your registration.

7. Abuse/Complaints

Someone is not obeying the Terms, who do I tell?

You can report any abuse or complain about Content on Badoo by contacting us via [Feedback page](#), outlining the abuse and or complaint. You can also report a user directly from a profile, by clicking the 'Report Abuse' link on their profile, choosing the reason for the complaint and providing us with any additional information you think fit.

8. Privacy Policy

Do you have guidelines in place about what you can do with my personal data?

We process information in accordance with our [Privacy Policy](#) which is incorporated into these Terms and Conditions of Use. Please read the terms of our [Privacy Policy](#) prior to using Badoo. By using Badoo, you agree to such processing and you warrant that all data provided by you is true, correct and accurate.

9. Links

Are the links on the site anything to do with Badoo?

Badoo may contain links to other sites, resources and purchase opportunities provided by third parties. These links are provided to you for your information only. If you access these links you may be directed to third party sites. These third party sites will have their own terms of use and privacy policies, which may differ from the Terms. The display of links to third party sites does not constitute an endorsement by us of any of the third party content information, sites, or resources provided.

Please note that we have no control over the contents of any third party sites or resources, and we accept no responsibility for them, including (but not limited to) the third party site's compliance with any applicable laws or regulations.

10. Disclaimer of warranties and limitation of liability

I forgot the rules about conduct on here and now someone is threatening to sue me. Will your lawyers sort it out?

No. If you act in a way that upsets other users then you have to be responsible for the consequences. We expressly disclaim any and all responsibility and liability for your conduct or the conduct of any other user of Badoo, and expressly disclaim any liability for Content uploaded by you or by any other user.

My friend is a lawyer and says that you can't exclude liability for everything...

Nothing in the Terms limits or excludes our liability for:

death or personal injury caused by their proven negligence; or

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any liability which cannot be limited or excluded by law.

To the fullest extent permitted by law, Badoo expressly excludes:

all conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

any liability incurred by you arising from use of Badoo, its services or these terms and conditions, including without limitation for any claims, charges, demands, damages, liabilities, losses or expenses of whatever nature and howsoever direct, indirect, incidental, special, exemplary, punitive or consequential damages (however arising including negligence), loss of use, loss of data, loss caused by a computer or electronic virus, loss of income or profit, loss of or damage to property, wasted management or office time, breach of contract or claims of third parties or other losses of any kind or character, even if Badoo has been advised of the possibility of such damages or losses, arising out of or in connection with the use of Badoo. This limitation on liability applies to, but is not limited to, the transmission of any disabling device or virus that may infect your equipment, failure or mechanical or electrical equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, bodily injury, property damage, operator errors, strikes or other labor problems or any act of god. in connection with Badoo including, without limitation, any liability for loss of revenue or income, loss of profits or contracts, loss of business, loss of anticipated savings, loss of goodwill, loss of data, wasted management or office time and any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly.

11. Indemnity

I forgot the rules about conduct on here and now someone is threatening to sue YOU. What now?

If we are sued as a result of your use of Badoo then we have the right to defend or settle the relevant claim as we see fit. If we ask, you will co-operate fully and reasonably as required by us in the defence of any relevant claim.

You agree to hold harmless and indemnify us and our officers, directors, employees, agents, representatives and licensors from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable solicitor's fees) suffered or reasonably incurred by us arising as a result of, or in connection with, your access to and use of Badoo, the uploading or submission of Content to Badoo by you or your conduct, other than in accordance with the Terms or any applicable law or regulation ("**Claim**"). Badoo retains the exclusive right to settle, compromise and pay any and all Claims or causes of action which are brought against us without your prior consent.

12. Miscellaneous

What about all of those standard clauses that you see at the end of most contracts? They're the best bit!

As you asked so nicely...

Badoo has taken reasonable steps to ensure the currency, availability, correctness and completeness of the information contained on Badoo and provides that information on an "as is", "as available" basis. Badoo does not give or make any warranty or representation of any kind about the information contained on Badoo, whether express or implied. Use of Badoo and the materials available on it is at your sole risk. Badoo cannot be held responsible for any loss arising from the transmission, use of data, or inaccurate

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Content posted by users. You are responsible for taking all necessary precautions to ensure that any material you may obtain from Badoo is free of viruses or other harmful components. You accept that Badoo will not be provided uninterrupted or error free, that defects may not be corrected or that Badoo, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horses or any similar malicious software. Badoo is not responsible for any damage to your computer hardware, computer software, or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

We reserve the right to modify, amend or change the Terms at any time (a “**Change**”). If we do this then the Changes will be posted on this page and we will indicate the effective date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to you notifying you of any Change. You should regularly check this page to take notice of any Changes.

If you do not accept any Change to the Terms, you should stop using Badoo immediately. Your continued use of Badoo following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms.

If, for any reason, any of the Terms are declared to be illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

The Terms set out the entire agreement and understanding between us and you in relation to your use of Badoo and supersedes all previous agreements, representations and arrangements between us (either oral or written). Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

Nothing in the Terms shall confer or purport to confer on any other third party, any benefit or the right to enforce any term of the Terms and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Terms.

Useful links

You might also want to take a look at the following pages:

[Privacy Policy](#): find out how your personal data is being looked after by Badoo and what types of cookies are placed on your device.

[Community guidelines](#): these Do's and Don'ts are here to ensure that every user can enjoy Badoo safely and responsibly.

[Safety tips](#): Badoo's guide to online safety.

[Privacy settings](#): edit and adjust these settings to your liking and keep your privacy safe at all times.

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[FAQs](#): check out our list of Frequently Asked Questions to find the answer you want.

About us

www.badoo.com is a site owned and operated by Badoo Trading Limited.

We are registered in England under company number 07540255.

Our registered office is at Summit House, 12 Red Lion Square, London WC1R 4QD.

Effective date

The Terms were last updated on: 15 May 2012.

Privacy Policy

<http://badoo.com/privacy/>

This policy and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. In the event there is a discrepancy between this English language version and any translated copies of the Privacy Policy, the English version shall prevail.

WHAT'S THIS ALL ABOUT THEN?

Hello (again, if you clicked through to here from our [Terms and Conditions of Use](#)). You should read this privacy policy because it will tell you exactly how your personal data is being looked after by Badoo and that's a pretty important thing for you to know. Here are the topics that we cover:

What information we collect and how we collect it

How we use the information and who we share it with

How you can access and update such information

How we protect the information we store about you

WHO WE ARE

Badoo is operated by Badoo Trading Limited, a company registered in England at Summit House, 12 Red Lion Square, London WC1R 4QD, United Kingdom and company number 754025.

THE FULL LEGAL BIT

We know that other people's use of your personal data is a big concern for social network users, so we at Badoo have developed this privacy policy (the "**Policy**") to let you know how we use personal information ('personal data' or 'personal information').

Our Policy applies to your use of the Badoo website at www.badoo.com ("**Badoo**"). We suggest you read it in conjunction with our [Terms and Conditions of Use](#) (the "**Terms**"). When you access or use Badoo, you agree to our Privacy Policy and you consent to our collection, storage, use and disclosure of your personal information as we've set out in this Policy.

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Badoo reserves the right to change our Policy at any time and without notice, so be sure to check this Policy regularly to understand how we use your information.

IF YOU DO NOT ACCEPT AND AGREE WITH OUR PRIVACY POLICY THEN YOU MUST NOT ACCESS OR USE THE SITE.

1. Badoo USERS AND VISITORS TO OUR SITE

What information does Badoo collect if I decide to join the Badoo social community?

Badoo is a meeting place for adults, and we provide that service by operating a social network site offering users the opportunity to connect to our global community of users.

To join the Badoo network you will have to complete our online registration form, where we ask you to provide us with information about you such as your name, your email address, your gender, your date of birth, your location details. You also have the opportunity to provide other details about yourself, but these are optional. Because you control your user profile, these details are available to you at any time by accessing your "Profile" page, which gives you the chance to correct or update (other than gender and email address) your information at any time by just logging in to Badoo.

Once you have created a Profile, we will automatically track certain information such as your IP and email addresses.

What information does Badoo collect about me if I'm under 18?

You can only become a member of Badoo if you are aged 18 or over or the age of majority in the country in which you reside if that happens to be greater than 18. That means Badoo does not knowingly collect any information about children, minors or anyone under the age of majority. Nor do we knowingly market to children, minors or anyone under the age of 18. If you are less than 18 years old, we request that you do not submit information to us. If we become aware that a child, minor or anyone under the age of 18 has registered with us and provided us with personal information, we will take steps to terminate that person's registration and delete their Profile information from Badoo. If we do delete a Profile because you violated our no children rules, we may retain your email and IP address to ensure that you do not try to get around our rules by creating a new Profile.

Does Badoo collect my personal information if I am not a member and just visit the site?

No. We don't collect any personal information about visitors to our site. If you do visit us without becoming a member, we will place session ID cookies on your computer. For more information about cookies generally, look at the answer to "How does Badoo collect information about me?" below.

If I put other information about me on the site, what does Badoo do with it?

Badoo is designed to make it easy for you to find, connect and interact with other members of Badoo by posting information about yourself. You can also use our electronic messaging system, which allows you to communicate with other users. We recommend and encourage you (and all our members) to think carefully about the information they disclose about themselves, and suggest you follow our [Guidelines and Safety Tips](#). We also do not recommend that you put email addresses, URLs, instant messaging details, phone numbers, full names or addresses, credit card details, national identity numbers, drivers' licence details and other sensitive information in your Profile which is open to abuse and misuse.

Please be careful about posting sensitive details about yourself on your Profile such as your religious denomination and health details. While you may voluntarily provide this information to us when you create your Profile, including your sexual preferences and ethnic background, there is no requirement to do so. Please remember that photographs or any video clips that you post on Badoo may reveal these kinds of sensitive personal data. Where you do upload and choose to tell us sensitive information about yourself, you are explicitly consenting to our processing your information and making this public to other users.

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When you post information about yourself or use the messaging, the amount of personal information you share is at your own risk. If you post anything that is inconsistent with our [Terms and Conditions of Use](#), we reserve the right to terminate your account.

What does Badoo collect about me if I use the mobile app?

Badoo offers you the opportunity to stay in touch with the friends and contacts you've made no matter where you are. You can do this by using your mobile phone or by downloading an application to your desktop that allows you to share your location with other users.

When you use your mobile or the desktop application, we will collect information about WiFi access points as well as other location information about your longitude and latitude. That information helps us identify your physical location so that it can be displayed and shared with other members choosing to view "nearby" posts.

If you do not want your location to be known, then please do not download the desktop application or use your mobile device when you are on Badoo. If you have enabled location services, but wish to turn it off, you can do so by the following methods:

Desktop — quit application

Iphone app — settings, location services, off

Android — profile, privacy, on

What's collected from me if I use Badoo's premium services?

When you take advantage of Badoo's premium features, we collect financial information necessary to process your payments as per your chosen payment method. Please note that we do not store any credit card or other payment card details. However, our payment service providers do (and are approved to do so by all applicable regulatory bodies).

When you access Badoo or play our games we collect certain technical information about your computer system or mobile device and statistical data about how you play our games. We use this information to improve our site and our games, so that you can increase your fun.

Can Badoo collect information about me from other sites I use, such as Facebook?

If you have registered on one of our partner websites, such as Facebook, your Profile will be available to all users of the Badoo social network whether via our site or our partners' websites.

Remember that when you register with a Badoo partner, you are also giving them personal information, so we recommend that you read their privacy policies as Badoo does not control how they use their information.

Does Badoo collect any other personal information about me?

If you contact our Customer Support team via [Feedback page](#), we will receive your email address, and may track your IP address as well as the information you send to us to help resolve your query. We will keep records of our communications with you, including any complaints that we receive from you about other users (and from other users about you).

Will Badoo contact me?

On your "Settings" page Badoo offers you the opportunity to receive emails from us about new message notifications or other purposes related to the use of the website.

Does Badoo use my personal information for any other purpose?

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We may use material that you post on the open access areas of Badoo in advertising and promotional materials on our partner sites and partner products. We believe these uses allow us to improve our site and better tailor your online experience to meet your needs.

We use your personal information to resolve disputes, troubleshoot problems and enforce our [Terms and Conditions of Use](#).

What are 'cookies' and what 'cookies' does Badoo use?

We collect information by placing cookies on your computer or mobile. A cookie is a piece of text stored on your computer or mobile by your web browser. They are basically a tool that stores information about website visits, recognises you and your preferences each time you visit Badoo, and ensures site functionality and enables us to provide the services our members request.

When you visit the publicly available sections of Badoo, a session ID cookie is placed on your computer that only lasts while you're visiting. We also place persistent cookies (also known as local storage devices) on members' computers, so that Badoo remembers them and makes their login experience faster and easier. You may set your browser to block cookies and local storage devices, but if you do so, you may not be able to access the features that Badoo offers.

Badoo uses cookies and local storage devices for a number of reasons, including to ensure the security of our site, to provide you with features you have requested and to analyse how members and visitors use Badoo. Badoo's use of cookies and local storage devices basically falls into three categories:

those that are strictly necessary to deliver the services and products you have requested, such as, for example purchasing Super Powers

cookies related to the performance of Badoo's site, such as analytics that help us determine how our site is performing and ensuring a smooth and trouble free experience for our members and visitors

cookies related to the functionality of Badoo's site, such as remembering your preferences at log in or your preferred language or allowing you to chat, add photos and instant message Badoo members

third parties cookies that also relate to functionality and that you request via social plugins, links to other social networks or viewing of videos

Badoo's uses of cookies and local shared devices so that we know who you are, what interests you and so that you can do the things online that you want to do, like chat with new people, share your content and buy Super Powers knowing that your data will be secure. Below is a table to explain Badoo's cookie functions and why they're used.

Cookie Functions	Cookie Purposes
Analytics and research	Badoo uses Google Analytics to collect information about how visitors use the Badoo website. We use this to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors, the pages they have come to the site from and the pages they visited. For more information about Google's privacy policy visit http://www.google.com/intl/en/policies/
Authentication	These cookies help us to identify our members so that when you're logged in, you can enjoy Badoo's full features, such as uploading photographs, chatting and can localise your experience, such as when you've

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	your local language or when you've asked Badoo to 'remember me'. These cookies also help to remember
Security and site integrity	We use cookies and other devices, such as CAPTCHAs, to help keep Badoo and our members safe and secure. We also use cookies to help protect Badoo users from spam and fraud, by ensuring the safety of your personal data when you shop on our site.
Site features and services	<p>These cookies and local storage devices provide the functionality that our Badoo members expect, such as your profile, your photographs, chats, instant messaging, your account settings and your request to have Badoo remember your search preference. We also use cookies to help provide experiences, such as links to other social networks, social media plugins and video content, including making it easier for you to share content between Badoo and other social networks.</p> <p>In some cases, the site feature you choose may allow a third party to place cookies or local storage devices on your computer. The third party who places cookies on your device is responsible for how they use them. We recommend that you read their privacy policies. Third parties who place cookies on your device include, and we have included a link to their privacy policies:</p> <p>Twitter, https://twitter.com/privacy Facebook, http://www.facebook.com/about/privacy/your-privacy other#socialplugin YouTube, http://www.google.co.uk/intl/en/policies/privacy/AddThis, and</p>
Performance	We need to use certain cookies and local storage devices to ensure our members have the best possible experience when navigating our site, ensuring pages load up quickly and respond faster to your requests for Badoo services.

Our use of cookies and local share devices, including the specific cookie names, may change over time, but will generally fall into the above categories. Please visit this page regularly so that you are aware of any changes.

If you would like to know more about cookies, including flash cookies/local storage devices, the following websites provide useful information:

www.allaboutcookies.org

www.youronlinechoices.eu

<http://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html>

For a video about cookies visit www.google.co.uk/goodtoknow/data-on-the-web/cookies

2.FRIENDS AND OTHER BADOO USERS

When I put information about myself on Badoo, what do the other users see?

To ensure you get to meet as many people as possible on Badoo, other members get to see your user name and any information you post on your Profile, including photos if you select the 'Any users' access setting. Any information you choose to provide should reflect how much you want other Badoo members to know about you. You can also choose to limit the information that other users see by adjusting your privacy settings in the "Settings" page.

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What am I allowed to do with other user's personal information?

Use it to meet new friends and make new contacts! Beware that you may not use other users' information for commercial purposes, to spam, to harass, or to make unlawful threats. Badoo reserves the right to terminate the accounts of those who misuse other users' information or who otherwise violate the [Terms and Conditions of Use](#).

What information does Badoo collect about my friends and contacts?

You can choose to invite your friends to join Badoo to make sure that they also get the benefits of meeting new people. To make it easier to search and find friends and acquaintances on Badoo, users may search for other members using first and last name, email address and location. If you want to invite your friends and contacts to become a Badoo member, we will send an email or an SMS, if you've used our Android or iPhone app, invitation from Badoo in your name to your friends and contacts encouraging them to sign up to Badoo. If any of the individuals you have invited do not register within a few days, Badoo may occasionally send reminder emails or SMS on your behalf to those individuals. You can choose to invite all your friends or only a select few by simply unticking the names of those friends you do not wish to invite, but please remember you must not invite any children to join. You are responsible for ensuring that your friend has agreed to receiving a Badoo invite.

When we send an email or sms invite to your friend or contact, we store their name and email address or their mobile number, if we've sent an SMS on your behalf so that we can automatically connect you and your friend. Badoo does not sell these email addresses or mobile numbers or use them to send any other communication besides invitations. The friend may contact Badoo to request the removal of their information from our database by visiting Feedback page. Any such request will only apply to addresses or mobile numbers we have at the time of the request and not to any addresses that the member/user provides to us later.

3. THIRD PARTIES

Does Badoo sell my information to other parties?

Not at all. We do not sell or rent out any personal information about you to any third party. Badoo discloses aggregated non-personal data for marketing and promotional purposes. That means we do not disclose any information that could be used to identify you.

Does Badoo disclose my information to other parties?

We may share aggregated information that includes your personal information (but which doesn't identify you directly), together with other information including log data with third parties for industry analysis and demographic profiling and to deliver targeted advertising about other products and services.

In particular, in relation to targeted advertising, we use third-party advertising companies to serve ads when you visit our Website. These companies may use information about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please visit [this page](#).

Badoo also wishes to maintain a healthy community, and we will cooperate with all law enforcement inquiries and with all third parties to enforce their intellectual property or other rights. We may also disclose your personal information to government or law enforcement agencies, or private parties, as required by law when/or, in our sole discretion, we believe that disclosure is necessary to protect our legal rights, or those of third parties and/or to comply with a judicial proceeding, court order, or legal process served on us.

In the event that Badoo or any of its affiliates undergoes a business transition or change of ownership, such as a merger, acquisition by another company, re-organisation, or sale of all or a portion of its assets, or in the event of insolvency or administration, we may be required to disclose your personal information.

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4. DATA STORAGE

Where is my personal information kept?

Badoo is a global website operating through servers located in a number of countries around the world, including the United States. If you live in a country with data protection laws, the storage of your personal data may not provide you with the same protections as you enjoy in your country of residence. By submitting your personal information, or by choosing to upgrade the services you use, or by making use of the applications available on Badoo, you agree to the transfer of your personal information to, and storage and processing of your personal information in, any such countries and destinations.

5. SECURITY

How does Badoo protect my personal information?

Badoo has implemented reasonable and appropriate security measures to protect and prevent the loss, misuse, and alteration of the information under our control, including your personal information. Badoo uses reasonable security measures to safeguard the confidentiality of your personal information such as secured servers using firewalls. Our technical experts at Badoo work hard to ensure your secure use of our site.

While we take reasonable precautions against possible security breaches of our website, member database and records no website or Internet transmission is completely secure and we cannot guarantee that unauthorised access, hacking, data loss, or other breaches will never occur. We urge you to take steps to keep your personal information safe (including your password) and to log out of your account after use.

We cannot guarantee the security of your personal data while it is being transmitted to our site and any transmission is at your own risk. Once we have received your information we have procedures and security features in place to try to prevent unauthorised access.

How do I help keep my information secure?

You may not disclose your password to any third parties or share it with any third parties. If you lose your password or give it out, your personal information may be compromised. If that happens, please report it to Support via [Feedback page](#). You must change your password immediately via your "Settings" page. Badoo cannot be held responsible for your failure to keep your password secure and failure to do so may violate our [Terms and Conditions of Use](#).

6. YOUR RIGHTS

How do I change my Profile?

You can review and revise your profile information at any time. Once you register, you will be able to review and change much of your personal information including:

Your contact email address;

Your profile, photographs, and videos;

Your city, region, and country of residence;

Your password.

Please promptly update your information if it changes by signing-in to your account and following the screen prompts. We strongly urge you to periodically change your password to help reduce the risk of unauthorised access to your account information.

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Users in certain jurisdictions are, in accordance with applicable law, entitled to exercise a right of access to personal information about themselves by asking for a copy of the information we hold about them (for which, where allowed by law, we may charge a small fee). Please put any such request in writing and using our contact form: [Feedback](#).

Can I deactivate or delete my Profile?

Users of the Badoo network have the following choices to delete their profile from our database:

Send a message via [Feedback page](#)

Sign in with your password and delete your profile. These options are available from your “Settings” page.

If you want to stop using your account it will be initially deactivated. This means that no user will be able to search for you on the website although they may still see you profile from direct cached links, but it will not be deleted. We save your profile information in case you later decide to restore your account. Many users deactivate their accounts for temporary reasons and in doing so expect us to maintain their information until they return to Badoo. You will therefore be able to restore your account and your profile in its entirety within 30 days of de-activating it.

After the expiration of 30 days, your account is permanently deleted from Badoo. We delete photographs from our servers within 14 days from the expiration of the deactivation period while other information (such as contact history) is deleted by us over a longer timescale, by way of housekeeping on a periodic basis. You should only delete your account if you are certain you never want to restore it.

To prevent abuse and/or misuse of Badoo by a user following termination or deletion of a profile/account we shall retain such information as we deem in our sole discretion may be necessary to ensure that user does not open a new account and profile in breach of our [Terms and Conditions of Use](#) and to ensure compliance with all laws and regulations.

Warning: Even after you remove information from your profile or delete your account, copies of that information may still be viewable and/or accessed on the Internet to the extent such information has been previously shared with others, or copied or stored by other users or to the extent such information has been shared with search engines. We cannot control this, nor do we accept any liability for this. If you have given third party applications or websites access to your personal information they may retain such information to the extent permitted under their terms of service or privacy policies.

Removed and deleted information may persist in backup copies for up to 30 days to enable restoration, but will not be available to others in the meantime.

What happens if I do nothing?

If you have not signed in to Badoo for three months, we may remove your Profile as part of our data cleansing process.

If you have questions about our Privacy Policy or how we collect and use information, drop us a line via [Feedback page](#).

Facebook

Statement of Rights and Responsibilities

<https://www.facebook.com/legal/terms>

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: June 8, 2012.

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

1. Privacy

Your privacy is very important to us. We designed our [Data Use Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Data Use Policy, and to use it to help you make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our [Data Use Policy](#) and [Platform Page](#).)
4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).

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5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. **Safety**

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to keep Facebook safe, which includes the following commitments by you:

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

4. **Registration and Account Security**

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline for your own commercial gain (such as selling your status update to an advertiser).
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. **Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

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

6. **Mobile and Other Devices**

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

7. **Payments**

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

8. **Special Provisions Applicable to Social Plugins**

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

1. We give you permission to use Facebook's Social Plugins so that users can post links or content from your website on Facebook.
2. You give us permission to use and allow others to use such links and content on Facebook.
3. You will not place a Social Plugin on any page containing content that would violate this Statement if posted on Facebook.

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

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Facebook Platform Policies](#) and our [Advertising Guidelines](#).
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the [Developer Application](#).

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3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
5. You will not include data you receive from us concerning a user in any advertising creative.
6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
9. We can limit your access to data.
10. You will comply with all other restrictions contained in our [Facebook Platform Policies](#).
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on [www.facebook.com](#).
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our [Facebook Platform Policies](#).
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act (VPPA), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, timelines, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

10. **About Advertisements and Other Commercial Content Served or Enhanced by Facebook**

Our goal is to deliver ads and commercial content that are valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You can use your [privacy settings](#) to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

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11. Special Provisions Applicable to Advertisers

You can target your desired audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal (Order):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our [Advertising Guidelines](#).
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks your ads will get.
7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for all ads that run.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without our prior written permission.
12. We may reject or remove any ad for any reason.
13. If you are placing ads on someone else's behalf, you must have permission to place those ads, including the following:
 1. You warrant that you have the legal authority to bind the advertiser to this Statement.
 2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

12. Special Provisions Applicable to Pages

If you create or administer a Page on Facebook, you agree to our [Pages Terms](#).

13. Special Provisions Applicable to Software

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

14. Amendments

1. We can change this Statement if we provide you notice (by posting the change on the [Facebook Site Governance Page](#)) and an opportunity to comment. To get notice of any future changes to this Statement, visit our [Facebook Site Governance Page](#) and "like" the Page.

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2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. Comments to proposed changes will be made on the [Facebook Site Governance Page](#).
3. If more than 7,000 users post a substantive comment on a particular proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
5. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.
6. Your continued use of Facebook following changes to our terms constitutes your acceptance of our amended terms.

15. **Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 15-19.

16. **Disputes**

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, 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

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EXTENT PERMITTED BY APPLICABLE LAW.

17. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Facebook outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available [here](#).

18. Definitions

1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Facebook.
4. By "content" we mean anything you or other users post on Facebook that would not be included in the definition of information.
5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.
6. By "post" we mean post on Facebook or otherwise make available by using Facebook.
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
9. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

19. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to "us," "we," and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
4. If we fail to enforce any of this Statement, it will not be considered a waiver.
5. Any amendment to or waiver of this Statement must be made in writing and signed by us.
6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. We reserve all rights not expressly granted to you.
11. You will comply with all applicable laws when using or accessing Facebook.

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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.

Privacy

https://www.facebook.com/full_data_use_policy

I. Information we receive and how it is used

Information we receive about you

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

Your information

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

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

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

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

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

Information others share about you

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

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

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Other information we receive about you

We also receive other types of information about you:

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

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

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

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

Public information

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

Information you choose to make public

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

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

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

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

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

Information that is always publicly available

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

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

Usernames and User IDs

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

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

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

 If you want to see information available about you through our Graph API, just type [https://graph.facebook.com/\[User ID or Username\]?metadata=1](https://graph.facebook.com/[User ID or Username]?metadata=1) into your browser.

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

How we use the information we receive

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

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

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

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

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

Of course, for [information others share about you](#), they control how it is shared.

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

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

Deleting and deactivating your account

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

Deactivate

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

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

Deletion

When you delete an account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at: https://www.facebook.com/help/contact.php?show_form=delete_account
Learn more at: <https://www.facebook.com/help/?faq=356107851084108>

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

II. Sharing and finding you on Facebook

Control each time you post

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



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



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



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

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

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



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



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



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

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and then clicking "Edit."

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

Control over your timeline

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

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

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

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

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

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

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

 People on Facebook may be able to see mutual friends, even if they cannot see your entire list of friends.

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

Finding you on Facebook

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

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

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

Access on phones and other devices

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

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

Activity log

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

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

What your friends share about you

Links and Tags

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

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

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

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

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

Groups

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

About Pages

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

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

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

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

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

III. Other websites and applications

About Facebook Platform

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

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

Controlling what information you share with applications

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

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

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

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

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

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

💡 You always can remove apps you've installed by using your app settings at: <https://www.facebook.com/settings/?tab=applications>. But remember, apps may still be able to access your information when the people you share with use them. And, if you've removed an application and want them to delete the information you've already shared with them, you should contact the application and ask them to delete it. Visit the application's page on Facebook or their own website to learn more about the app.

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

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

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

You can control most of the information other people can share with applications they use from the “Ads, Apps and Websites” settings page. But these controls do not let you limit access to your [public information](#) and friend list.

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

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

Logging in to another site using Facebook

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

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

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How it works

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

About social plugins

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

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

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

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

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

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

About instant personalization

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

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

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

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

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

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

How it works

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

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

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

Public search engines

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

 This setting does not apply to search engines that access your information as an application using Facebook Platform.

 If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your timeline. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at: <https://www.facebook.com/help/?faq=13323>

IV. How advertising and Sponsored Stories work

Personalized ads

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

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

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

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

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

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

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

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

Ads + social context

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

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

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

💡 Learn what happens when you click “Like” on an advertisement or an advertiser’s Facebook Page at: <https://www.facebook.com/help/?faq=19399>

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

💡 Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook’s services and features, or other [Facebook content](#).

💡 Games, applications and websites can serve ads directly to you or help us serve ads to you or others if they have information like your User ID or email address.

Sponsored stories

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

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

💡 Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook’s services and features, or other [Facebook content](#).

Facebook content

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

💡 Your “Show my social actions in Facebook Ads” setting only controls ads with social context. It does not control [Sponsored Stories](#), ads or information about Facebook’s services and features, or other [Facebook content](#).

V. Cookies, pixels and other similar technologies

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

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

We use these technologies to do things like:

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

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

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

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

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

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

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

VI. Some other things you need to know

Safe harbor

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

Contact us with questions or disputes

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

Responding to legal requests and preventing harm

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

Access requests

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

Notifications and Other Messages

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

Friend finder

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

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

Invitations

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

Memorializing accounts

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

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

Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace.

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In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this Data Use Policy.

Security and bugs

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

Change of Control

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

Notice of Changes

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

Opportunity to comment and vote

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

Information for users outside of the United States and Canada

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

Directors: Cipora Herman (American), Theodore Ullyot (American).

Your California privacy rights

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

Flickr

Terms of Service

<http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>

ACCEPTANCE OF TERMS

Yahoo! Inc. ("Yahoo!") welcomes you. Yahoo! provides the Yahoo! Services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>. By accessing and using the Yahoo! Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular Yahoo! owned or operated services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules (including but not limited to our [Spam Policy](#)) are hereby incorporated by reference into the TOS. Yahoo! may also offer other services that are governed by different Terms of Service. For instance, different terms apply to members of [AT&T Yahoo! Dial or AT&T Yahoo! High Speed](#).

DESCRIPTION OF YAHOO! SERVICES

Yahoo! provides users with access to a rich collection of resources, including without limitation various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Yahoo! Services"). You also understand and agree that the Yahoo! Services may include advertisements and that these advertisements are necessary for Yahoo! to provide the Yahoo! Services. You also understand and agree that the Yahoo! Services may include certain communications from Yahoo!, such as service announcements, administrative messages and the Yahoo! Newsletter, and that these communications are considered part of Yahoo! membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Yahoo! Services, including the release of new Yahoo! properties, shall be subject to the TOS. You understand and agree that the Yahoo! Services is provided "AS-IS" and that Yahoo! assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Yahoo! Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Yahoo! Services.

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You understand that the technical processing and transmission of the Yahoo! Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Please be aware that Yahoo! has created certain areas on the Yahoo! Services that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Yahoo! Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Yahoo! Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Yahoo! Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Yahoo! has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Yahoo! has the right to suspend or terminate your account and refuse any and all current or future use of the Yahoo! Services (or any portion thereof). Yahoo! is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Yahoo! Services must create a Yahoo! Family Account. When you create a Yahoo! Family Account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the Yahoo! Family Account. By adding a child to your Yahoo! Family Account, you also give your child permission to access many areas of the Yahoo! Services, including, email, message boards and instant messaging (among others). Please remember that the Yahoo! Services is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Yahoo! Services areas and/or Content (as defined in Section 6 below) are appropriate for your child.

YAHOO! PRIVACY POLICY

Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full Yahoo! Privacy Policy at <http://info.yahoo.com/privacy/us/yahoo/>, or if you came from Yahoo! Kids, then see our Yahoo! Kids Privacy Policy at <http://info.yahoo.com/privacy/us/yahoo/kids>. You understand that through your use of the Yahoo! Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Yahoo! and its affiliates.

MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Yahoo! Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Yahoo! of any unauthorized use of your password or account or any other breach of

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security, and (b) ensure that you exit from your account at the end of each session. Yahoo! cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Yahoo!, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Yahoo! Services. Yahoo! does not control the Content posted via the Yahoo! Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Yahoo! Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Yahoo! be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Yahoo! Services.

You agree to not use the Yahoo! Services to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harm minors in any way;

impersonate any person or entity, including, but not limited to, a Yahoo! official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Yahoo! Service;

upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose (please read our complete [Spam Policy](#));

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upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Yahoo! Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

interfere with or disrupt the Yahoo! Services or servers or networks connected to the Yahoo! Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Yahoo! Services, including using any device, software or routine to bypass our robot exclusion headers;

intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

"stalk" or otherwise harass another; and/or

collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge that Yahoo! may or may not pre-screen Content, but that Yahoo! and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Yahoo! Services. Without limiting the foregoing, Yahoo! and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Yahoo! or submitted to Yahoo!, including without limitation information in Yahoo! Message Boards and in all other parts of the Yahoo! Services.

You acknowledge, consent and agree that Yahoo! may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Yahoo!, its users and the public.

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You understand that the Yahoo! Services and software embodied within the Yahoo! Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Yahoo! and/or content providers who provide content to the Yahoo! Services. You may not attempt to override or circumvent any of the usage rules embedded into the Yahoo! Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Yahoo! Services, in whole or in part, is strictly prohibited.

INTERSTATE NATURE OF COMMUNICATIONS ON YAHOO! NETWORK

When you register with Yahoo!, you acknowledge that in using the Yahoo! Services to send electronic communications (including but not limited to email, search queries, sending messages to Yahoo! Chat or Yahoo! Groups, uploading photos and files to Flickr, and other Internet activities), you will be causing communications to be sent through Yahoo!'s computer networks, portions of which are located in California, Texas, Virginia, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of Yahoo!'s network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate data transmissions.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the Yahoo! Services and transfer, posting and uploading of software, technology, and other technical data via the Yahoo! Services may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, you: (a) represent that you are not a party identified on any government export exclusion list, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will you transfer software, technology, and other technical data via the Yahoo! Services to parties identified on such lists; (b) agree not to use the Yahoo! Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agree not to transfer, upload, or post via the Yahoo! Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE YAHOO! SERVICES

Yahoo! does not claim ownership of Content you submit or make available for inclusion on the Yahoo! Services. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Yahoo! Services, you grant Yahoo! the following worldwide, royalty-free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Yahoo! Services solely for the purposes of providing and promoting the

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specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Yahoo! Services and will terminate at the time you remove or Yahoo! removes such Content from the Yahoo! Services.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Yahoo! Services other than Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Yahoo! Services solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Yahoo! Services and will terminate at the time you remove or Yahoo! removes such Content from the Yahoo! Services.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Yahoo! Services other than Yahoo! Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Yahoo! Services are those areas of the Yahoo! network of properties that are intended by Yahoo! to be available to the general public. By way of example, publicly accessible areas of the Yahoo! Services would include Yahoo! Message Boards and portions of Yahoo! Groups and Flickr that are open to both members and visitors. However, publicly accessible areas of the Yahoo! Services would not include portions of Yahoo! Groups that are limited to members, Yahoo! services intended for private communication such as Yahoo! Mail or Yahoo! Messenger, or areas off of the Yahoo! network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Yahoo!.

CONTRIBUTIONS TO YAHOO!

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Yahoo! through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Yahoo! is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Yahoo! shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Yahoo! may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Yahoo! without any obligation of Yahoo! to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Yahoo! under any circumstances.

INDEMNITY

You agree to indemnify and hold Yahoo! and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make

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available through the Yahoo! Services, your use of the Yahoo! Services, your connection to the Yahoo! Services, your violation of the TOS, or your violation of any rights of another.

NO COMMERCIAL REUSE OF YAHOO! SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Yahoo! Services (including Content, advertisements, Software and your Yahoo! ID).

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Yahoo! may establish general practices and limits concerning use of the Yahoo! Services, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Yahoo! Services, the maximum number of email messages that may be sent from or received by an account on the Yahoo! Services, the maximum size of any email message that may be sent from or received by an account on the Yahoo! Services, the maximum disk space that will be allotted on Yahoo!'s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Yahoo! Services in a given period of time. You agree that Yahoo! has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Yahoo! Services. You acknowledge that Yahoo! reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Yahoo! reserves the right to modify these general practices and limits from time to time.

Yahoo! Messenger, including any web-based versions, will allow you and the people with whom you communicate to save your conversations in your Yahoo! accounts located on Yahoo! servers. This means you can access and search your message history from any computer with access to the internet. Whether or not you use this feature, other users may choose to use it to save conversations with you in their account on Yahoo! too. Your agreement to this TOS constitutes your consent to allow Yahoo! to store these communications on its servers.

MODIFICATIONS TO YAHOO! SERVICES

Yahoo! reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Yahoo! Services (or any part thereof) with or without notice. You agree that Yahoo! shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Yahoo! Services (or any part thereof).

TERMINATION

You may terminate your Yahoo! account, any associated email address and access to the Yahoo! Services by submitting such termination request to Yahoo!.

You agree that Yahoo! may, *without prior notice*, immediately terminate, limit your access to or suspend your Yahoo! account, any associated email address, and access to the Yahoo! Services. Cause for such

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termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Yahoo! Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Yahoo! Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Yahoo!'s sole discretion and that Yahoo! shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Yahoo! Services.

Termination of your Yahoo! account includes any or all of the following: (a) removal of access to all or part of the offerings within the Yahoo! Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Yahoo! Services.

DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Yahoo! Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Yahoo! shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Yahoo! Services.

LINKS

The Yahoo! Services may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that Yahoo! is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Yahoo! shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

YAHOO!'S PROPRIETARY RIGHTS

You acknowledge and agree that the Yahoo! Services and any necessary software used in connection with the Yahoo! Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Yahoo! Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Yahoo! or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit,

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broadcast, publicly perform or create derivative works based on the Yahoo! Services, such Content or the Software, in whole or in part.

Yahoo! grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Yahoo! Services. You agree not to access the Yahoo! Services by any means other than through the interface that is provided by Yahoo! for use in accessing the Yahoo! Services.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE YAHOO! SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE YAHOO! SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YAHOO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE YAHOO! SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE YAHOO! SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE YAHOO! SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE YAHOO! SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE YAHOO! SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YAHOO! OR THROUGH OR FROM THE YAHOO! SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE YAHOO! SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS

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WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE YAHOO! SERVICE.

IMMEDIATELY DISCONTINUE USE OF THE YAHOO! SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE YAHOO! SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE YAHOO! SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE YAHOO! SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE YAHOO! SERVICE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

SPECIAL ADMONITION FOR YAHOO! SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Yahoo! Services concerning companies, stock quotes, investments or securities, please read the above Sections 19 and 20 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Yahoo! Services is provided for informational purposes only, and no Content included in the Yahoo! Services is intended for trading or investing purposes. Yahoo! and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Yahoo! Services, and shall not be responsible or liable for any trading or investment decisions based on such information.

NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

NOTICE

Yahoo! may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Yahoo! Services, or other

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reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Yahoo! Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Yahoo! Services in an authorized manner.

TRADEMARK INFORMATION

You agree that all of Yahoo!'s trademarks, trade names, service marks and other Yahoo! logos and brand features, and product and service names are trademarks and the property of Yahoo! Inc. (the "Yahoo! Marks"). Without Yahoo!'s prior permission, you agree not to display or use in any manner the Yahoo! Marks.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Yahoo! respects the intellectual property of others, and we ask our users to do the same. Yahoo! may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Yahoo!'s Copyright Agent the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

a description of the copyrighted work or other intellectual property that you claim has been infringed;

a description of where the material that you claim is infringing is located on the site;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Yahoo!'s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent

c/o Yahoo! Inc.

701 First Avenue

Sunnyvale, CA 94089

By phone: (408) 349-5080

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By fax: (408) 349-7821

By email: copyright@yahoo-inc.com

GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and Yahoo! and governs your use of the Yahoo! Services, superseding any prior version of this TOS between you and Yahoo! with respect to the Yahoo! Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo! services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. You and Yahoo! each agree that the TOS and the relationship between the parties shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and Yahoo!, shall be brought exclusively in the courts located in the county of Santa Clara, California or the U.S. District Court for the Northern District of California. You and Yahoo! agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. The failure of Yahoo! to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Yahoo! Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

VIOLATIONS

Please report any violations of the TOS to our [Customer Care](#) group.

Last updated November 24, 2008

Privacy

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We have detailed reference links describing our privacy practices for a wide range of Yahoo! products and services.

[Find them here.](#)

Relevant Advertising

By bringing content and advertising to you that is relevant and tailored to your interests, Yahoo! provides a more compelling online experience. Our customized "smart" services save you time and cut through the clutter. [Learn More about relevant advertising.](#)

Opt-Out

Prefer not to receive advertising based on your interests? Learn about your ability to [opt out of interest-matched advertising](#) served by Yahoo!.

Flickr

[Flickr](#) is a photo sharing community which provides you with an easy way to post and share photos online, and add meaningful metadata and comments to photos. You do not need to be registered to search or view public photos on Flickr, however you must be a registered member of Flickr or Yahoo! to post.

Information Collection and Use Practices

You can choose to make your photos public for anyone to access, restrict access to a limited number of other Flickr users, or keep those photos private so only you can access them.

Advertisements shown to you may be related to textual information, such as metadata and notes, associated with the photo you are seeing, or the search term you entered.

Information Sharing and Disclosure Practices

You can specify whether or not you want your photos to be accessible to the public, accessible to a select few, or private (only you can access them with your Yahoo! ID and password).

Practices Regarding Your Ability to Update or Delete Information

You can delete individual photos that you have on Flickr by selecting the photos that you wish to delete, then clicking the delete button. Or you can delete groups of photos using batch operations.

Visit your [Flickr account information](#) area to edit your profile, default privacy settings for photos, and more.

Communication with you

Flickr communication is currently managed separately from your Yahoo! [Marketing Preferences](#) and [Subscriptions](#).

Visit your Flickr account information area to edit your [email notification settings](#).

Flickr Pro accounts cannot be canceled.

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Other

When you use Flickr, you are subject to the [Yahoo! Terms of Service](#) and [Yahoo! Community Guidelines](#).

Please see [Flickr Help](#) if you have questions about this service.

This page describes current Yahoo! practices with respect to this particular service. This information may change as Yahoo! revises this service by adding or removing features or using different service providers. To find out how Yahoo! treats your personal information, please visit our Privacy Policy.

Formspring

Terms of Service

<http://www.formspring.me/about/terms>

Effective Date: Thursday, July 29, 2010

Welcome to Formspring!

Formspring.me, Inc. ("**Formspring**", or "**we**") provides the website located at www.formspring.me (the "**Site**") and its interactive platform available via the internet and mobile devices through which users can engage in conversational Q&A with other Formspring users by asking questions and giving answers (any and all of the foregoing the "**Services**").

Please read the following terms and conditions ("**Terms of Service**") carefully. These Terms of Service and the Formspring [Privacy Policy](#) and the Formspring [Community Rules](#), both incorporated herein by reference, govern your access to and use of the Site and Services. These Terms of Service are a legal agreement between you and Formspring and apply to you whether or not you are a non registered user, a Formspring Registered User (defined below) or a visitor just browsing the Site.

Certain areas of the Site and Services (and your access to or use of Formspring Content) may have different terms and conditions posted or may require you to agree to and accept additional terms and conditions. If there is a conflict between these Terms of Service and terms and conditions posted for a specific area of the Site, Services or Formspring Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services or Formspring Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING THE "SUBMIT" BUTTON, BY ACCESSING OR USING THE SITE OR SERVICES, OR BY POSTING OR ACCESSING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR FORMSPRING CONTENT.

Basic Principles

Please read all of these Terms of Service carefully. Without limiting any of the term of these Terms of Service (including our [Community Rules](#), following are a few basic principles that apply to your use of the Site and Services:

You must be 13 years or older to use the Site and Services.

You are responsible for all content you post via the Site and Services (See additional terms regarding your "**User Submissions**" below).

Receiving questions from senders who have hidden their name via the Site and Services is entirely your choice. If you wish to opt out of receiving these questions via your Formspring account, update your [Privacy Settings](#) and select the option "Only Formspring members who share their name can ask you questions."

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You may not use the Formspring Site or Services to abuse, harass, threaten, impersonate or intimidate anyone. If you become aware that a user is engaging in prohibited activity, please report such activity to [Customer Support](#).

If your Formspring account is terminated for any reason, you may not create another Formspring account without our express prior written permission to do so.

You will not post the personally identifiable information of any individual or Formspring Registered User, including but not limited to his or her email addresses, full name or other sensitive information without their consent.

Modification

Formspring reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms of Service, at any time and without prior notice. If we modify these Terms of Service, we will post the modification on the Site or otherwise provide you with notice of the modification. We will also update the "Last Updated Date" in these Terms of Service. By continuing to access or use the Site or Services after we have posted a modification to these Terms of Service or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Service. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Site and Services.

Eligibility and Access

The Site, Services and Formspring Content are intended solely for persons who are 13 or older. Any access to or use of the Site, Services and Formspring Content by anyone under 13 is expressly prohibited. By accessing or using the Site, Services and Formspring Content you represent and warrant that you are 13 or older.

In order to access certain features of the Site and Services and to post any User Submissions (defined below) on the Site or through the Services, you must register to create a Formspring account and become a "*Formspring Registered User*".

During the registration process, you will be required to provide certain information and you will establish a username and a password. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Formspring reserves the right to suspend or terminate your Formspring account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Formspring account, whether or not you have authorized such activities or actions. You will immediately notify Formspring of any unauthorized use of your Formspring account.

Privacy

See Formspring's Privacy Policy located at <http://www.formspring.me/about/privacy> for information and notices concerning Formspring's collection and use of your personal information. If you have any questions about the Formspring Privacy Policy, please contact Formspring at privacy@formspring.me.

Certain Definitions

Certain types of content are made available through the Site and Services. "*Formspring Content*" means the text, data, graphics, images, photos, video or audiovisual content, hypertext links and any other content made available through the Site and Services, excluding User Submissions. "*User Submissions*" means the, text, data, graphics, images, photos, video or audiovisual content, hypertext links and any other content uploaded, transmitted or submitted by non registered users and Formspring Registered Users to or via the Site and Services, including, without limitation in their questions and answers or otherwise through their conversational interactions.

Social Networks' Terms of Service/Privacy Policies

Ownership

The Site, Services and Formspring Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Service, Formspring and its licensors exclusively own all right, title and interest in and to the Site, Services and Formspring Content, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Formspring Content.

User Submissions

Formspring does not claim any ownership rights in any such User Submissions and nothing in these Terms of Service will be deemed to restrict any rights that you may have to use and exploit any such User Submissions.

However, by making available any User Submissions through the Site and Services, you hereby grant to Formspring a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, publicly display, publicly perform, transmit, broadcast and otherwise exploit such User Submissions in any and all media or distribution methods. By way of example and not limitation Formspring may modify or adapt your User Submissions in order to transmit, display or distribute such submissions over computer networks and in various media and/or make changes to your User Submissions as are necessary to conform and adapt your User Submissions to any requirements or limitations of any networks, devices, services or media. Formspring also has the right to make your User Submissions available to other companies, organizations or individuals who partner with Formspring. Such uses by Formspring or other companies, organizations or individuals who partner with us may be made with no compensation to you with respect to your User Submissions or otherwise.

You acknowledge and agree that you are solely responsible for all User Submissions that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Submissions that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to Formspring the rights in such User Submissions, as contemplated under these Terms of Service; and (ii) neither the User Submissions nor your posting, uploading, publication, submission or transmittal of the User Submissions or Formspring's use of the User Submissions (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Copyrighted Materials: No Infringing Use

You will not use the Site or Services to offer, display, distribute, transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party. Formspring has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users or access to the Site and Services to users who repeatedly infringe or are believed to be or are charged with repeatedly infringing the rights of copyright holders. Please see the [Formspring Copyright Policy](#) for further information.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("**Feedback**"). You may submit Feedback by emailing us at support@formspring.me. You acknowledge and agree that all Feedback will be the sole and exclusive property of Formspring and you hereby irrevocably assign to Formspring and agree to irrevocably assign to Formspring all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Formspring's request and expense, you will execute documents and take such further acts as Formspring may reasonably request to assist Formspring to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Interactions between Users

Social Networks' Terms of Service/Privacy Policies

You are solely responsible for your interactions (including any disputes) with other users. You understand that Formspring does not in any way screen Formspring users. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Site and Services and disclosing personal information to other Formspring users. You agree to take reasonable precautions in all interactions with other Formspring users, particularly if you decide to meet an Formspring user offline, or in person. Your use of the Site, Services, Formspring Content and any other content made available through the Site or Services is at your sole risk and discretion and Formspring hereby disclaims any and all liability to you or any third party relating thereto. Formspring reserves the right to contact Formspring users, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these Terms of Service. You will cooperate fully with Formspring to investigate any suspected unlawful, fraudulent or improper activity via the Services.

General Prohibitions

You agree not to do any of the following while using the Site, Services or Formspring Content:

Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material (including User Submissions) that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including, but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances).

Use, display, mirror, frame or utilize framing techniques to enclose the Site or Services, or any individual element or materials within the Site or Services, Formspring's name, any Formspring trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without Formspring's express written consent;

Access, tamper with, or use non-public areas of the Site or Services, Formspring's computer systems, or the technical delivery systems of Formspring's providers;

Attempt to probe, scan, or test the vulnerability of any Formspring system or network or breach any security or authentication measures;

Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Formspring or any of Formspring's providers or any other third party (including another user) to protect the Site, Services or Formspring Content;

Attempt to access or search the Site, Services or Formspring Content or download Formspring Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Formspring or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);

Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

Use any meta tags or other hidden text or metadata utilizing a Formspring trademark, logo URL or product name without Formspring's express written consent;

Use the Site, Services or Formspring Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms of Service;

Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Formspring Content to send altered, deceptive or false source-identifying information;

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Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Formspring Content;

Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;

Collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;

Impersonate or misrepresent your affiliation with any person or entity;

Violate any applicable law or regulation;

Encourage or enable any other individual to do any of the foregoing.

Formspring will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site and Services security issues, to the fullest extent of the law. Formspring may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Service. You acknowledge that Formspring has no obligation to monitor your access to or use of the Site, Services or Formspring Content or to review or edit any User Submissions, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Formspring reserves the right, at any time and without prior notice, to remove or disable access to any Formspring Content and any User Submissions, that Formspring, in its sole discretion, considers to be in violation of these Terms of Service or otherwise harmful to the Site or Services.

Links

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Formspring is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Formspring of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Sweepstakes and Contests

Formspring may operate sweepstakes, contests and similar promotions (collectively, "Promotions") through the Site and Services. You should carefully review the rules (e.g., the "Official Rules") of each Promotion in which you participate through the Site and Service, as they may contain additional important information about Formspring rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotion. To the extent that the terms and conditions of such Official Rules conflict with these Terms of Service, the terms and conditions of such Official Rules will control.

Termination

Without limiting other remedies, Formspring may at any time suspend, terminate, or refuse to provide you with access to the Site or Services. If Formspring terminates, disables or suspends your Formspring account for any reason you will not create another Formspring account without first receiving Formspring's express written permission to do so. In addition, Formspring may notify authorities or take any actions it deems appropriate, without notice to you, if Formspring suspects or determines, in its own discretion, that you may have or there is a significant risk that you have (i) failed to comply with any provision of these Terms of Service or any policies or rules established by Formspring; or (ii) engaged in actions relating to or in the course of using the Site or Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, Formspring users, Formspring or any other third parties or the Site or Services.

Without limiting any other terms of these Terms of Service, you may stop using the Site and Services at any time.

Social Networks' Terms of Service/Privacy Policies

After any termination, you understand and acknowledge that we will have no further obligation to provide the Site or Services and all licenses and other rights granted to you by these Terms of Service will immediately cease. Formspring will not be liable to you or any third party for termination of the Site or Services or termination of your use of either. UPON ANY TERMINATION OR SUSPENSION, ANY CONTENT, MATERIALS OR INFORMATION (INCLUDING USER SUBMISSIONS) THAT YOU HAVE SUBMITTED ON THE SITE OR VIA THE SERVICES WILL NO LONGER BE ACCESSIBLE BY YOU VIA THE SERVICES THEREAFTER.

Any suspension, termination or cancellation will not affect your obligations to Formspring under these Terms of Service (including, without limitation, proprietary rights and ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

Disclaimers

THE SITE, SERVICES, FORMSPRING CONTENT AND USER SUBMISSIONS ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, FORMSPRING EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FORMSPRING MAKES NO WARRANTY THAT THE SITE, SERVICES, FORMSPRING CONTENT OR USER SUBMISSIONS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FORMSPRING OR THROUGH THE SITE, SERVICES, FORMSPRING CONTENT OR USER SUBMISSIONS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Indemnity

You agree to defend, indemnify, and hold Formspring, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with User Submissions, your access to or use of the Site, Services or Formspring Content, or your violation of these Terms of Service.

Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Services, Formspring Content and User Submissions and any other content therein remains with you. Neither Formspring nor any other party involved in creating, producing, or delivering the site, services or formspring content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, arising out of or in connection with these terms of service or from the use of or inability to use the site, services or content therein, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not formspring has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. you specifically acknowledge that formspring is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you.

In no event will Formspring'S aggregate liability arising out of or in connection with these Terms of Service or from the use of or inability to use the site, services or content therein exceed one hundred U.S. dollars (\$100). The limitations of damages set forth above are fundamental elements of the basis of the bargain between Formspring and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

Proprietary Rights Notices

Social Networks' Terms of Service/Privacy Policies

All trademarks, service marks, logos, trade names and any other proprietary designations of Formspring used herein are trademarks or registered trademarks of Formspring. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Controlling Law and Jurisdiction

These Terms of Service and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms of Service will be the state and federal courts located in San Francisco, California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Entire Agreement

These Terms of Service (including the Privacy Policy and Community Rules) constitute the entire and exclusive understanding and agreement between Formspring and you regarding the Site, Services and Formspring Content, and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between Formspring and you regarding the Site, Services and Formspring Content.

Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without Formspring's prior written consent. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect. Formspring may freely assign these Terms of Service. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

You consent to the use of: (i) electronic means to complete these Terms of Service and to deliver any notices or other communications permitted or required hereunder; and (ii) electronic records to store information related to these Terms of Service or your use of the Site or Services. Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given: (x) by Formspring via email if applicable (in each case to the address that you provide); or (y) by posting to the Site or Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

General

The failure of Formspring to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Formspring. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Service will remain in full force and effect.

Contacting Us

If you have any questions about these Terms of Service, please contact Formspring at support@formspring.me.

Privacy Policy

<http://www.formspring.me/about/privacy>

Effective Date: Thursday, July 29, 2010

Welcome to Formspring!

Formspring.me, Inc. ("**Formspring**") has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. We provide this Privacy Policy to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive when you visit and use the Formspring website located at www.formspring.me (the "**Site**").

If you have questions or concerns regarding this Privacy Policy, you should first contact Formspring at privacy@formspring.me or at the following address: Privacy Matters c/o Formspring.me, Inc., 182 Howard Street, PMB #531, San Francisco, California 94105. If you do not receive acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you should contact TRUSTe at http://www.truste.org/consumers/watchdog_complaint.php. TRUSTe will then serve as a liaison with us to resolve your concerns.

This Privacy Policy may be updated from time to time. We will notify you of any material changes by posting the new Privacy Policy on the Site. If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy on the home page of the Site and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. You are advised to consult this Privacy Policy regularly for any changes.

Our Policy Toward Children

Formspring does not knowingly collect personal information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at privacy@formspring.me. If we become aware that a child under 13 has provided us with Personal Information (defined below), we will delete such information from our files and disable their account.

Information Collection and Use

Our primary goals in collecting information are to provide and improve our Site, services, features and content, to administer your account and to enable users to enjoy and easily navigate the Site.

Personal information

In the course of using the Site, we will ask you to provide us with certain personal information that can be used to contact or identify you and administer your account ("**Personal Information**"). Personal Information includes, but is not limited to, your name and email address. Please be aware that when you register with Formspring and set up an account (each a "**Formspring Registered User**"), other users of the Site will be able to see your username, in addition to any questions, answers or comments that you post to the Site or submit via the services subject to the "user preferences" you set in your account.

We also collect the other information that you provide as part of registration and the administration and personalization of your profile webpage (e.g., without limitation, gender or location (in either case other their own)) ("**Non-Identifying Information**").

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We use your Personal Information (in some cases, in conjunction with your Non-Identifying Information) mainly to provide services, complete your transactions, and administer your inquiries.

Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. However, the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences). We may combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other Formspring users to attempt to provide you with a better experience, to improve the quality of the Site and our services and to analyze and understand how our Site and services are used. Subject to the section below titled “*Information Sharing and Disclosure*,” we may also use the combined information without aggregating it to serve you specifically, for instance to deliver a product to you according to your preferences or restrictions.

We also use your Personal Information to contact you with Formspring newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications. We will endeavor to comply with your request as soon as reasonably practicable. Please note that if you opt-out as described above, we will not be able to remove your Personal Information from our databases or those of our third party service providers (i.e., to which we have already provided your Personal Information as of the date that we implement your opt-out request). Formspring does not share, sell, rent or trade your Personal Information with third parties for such third party's direct marketing purposes. See the section below titled “Information Sharing and Disclosure” for further information regarding how we share your Personal Information.

Publicly available information

When you sign up for a Formspring account, your user name, photograph and bio are publicly available. Such information may, for example, be accessed by everyone on the Internet (including people not logged into Formspring), be indexed by third party search engines, and be imported, exported, distributed, and redistributed by us and others without privacy limitations. Such information may also be associated with you, including your name and profile picture, even outside of Formspring, such as on public search engines and when you visit other sites on the internet. The default privacy setting for certain types of information you post on Formspring is set to “public.” You can review and change the default settings in your [privacy settings](#), and also select to make your account “Protected” which allows you to control who has access to viewing your profile.

LogData

When you use the Site, our servers automatically record information that your browser sends whenever you visit a website or online service (“*Log Data*”). This Log Data may include, but is not limited to, your computer's Internet Protocol address, browser type, the web page you were visiting before you came to the Site and information you search for on our Site. We use this information to monitor and analyze use of the Site and our services and for the Site's technical administration, to increase the Site's functionality and user-friendliness, and to better tailor our Site and services to our visitors' needs.

Cookies and Other Tracking Technologies

Like many websites, we use “cookies” to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use “persistent cookies” to save your username and login password for future logins to the Site. We use “session ID cookies” to enable certain features of the Formspring service, to better understand how you interact with the Site and to monitor web traffic routing on the Site and aggregate usage of the Site and the Formspring service. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of the Formspring service. Third party advertisers on the Site may also place or read cookies on your computer's browser, which permit them to collect information about users who view or interact with their advertisements. The collection and use of such information is subject to such third party's privacy policy.

We may also use “pixel tags,” “web beacons,” “clear GIFs” or similar means (individually or collectively “*Pixel Tags*”) in connection with our Site to collect usage, demographic and geographical location data. A Pixel Tag is an electronic image, often

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a single pixel, that is ordinarily not visible to users and may be associated with cookies on a user's hard drive. Pixel Tags allow us to count users who have visited certain pages of the Site, to deliver branded services and to help determine the effectiveness of promotional or advertising campaigns.

Information Sharing and Disclosure

Other than as described in this section, Formspring does not rent or share information about you with third parties.

Formspring Registered Users

We will display your Personal Information in your profile page and elsewhere on the Site and via our services according to the preferences you set in your account. For example, in addition to your username, any questions, answers or submissions that you post to the Site will be publicly available and any Personal Information you provide can be read, collected, or used by other users of Site, and could be used to send you messages depending on the privacy settings you set for your profile. Any information you choose to provide when using the Site or our services should reflect how much you want other Formspring users to know about you. We encourage users to think carefully about what information about themselves they disclose in their profile pages and submissions. You can review and revise your profile information at any time. We are not responsible for the Personal Information you choose to submit to the Site or make available via our services.

Aggregate Information and Non-Identifying Information

We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

Service Providers

We may employ third party companies and individuals to facilitate the Site and the services available therein, to provide the services on our behalf and to perform services related to administration of the Site ("**Service Providers**"). The types of Service Providers we use include, without limitation, services providers that provide the following types of services: website maintenance, hosting, database management, web analytics and administration. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Third Party Social Networking Services and Blogs

As a Formspring Registered User, you can link your Formspring account information with certain social networking services ("**SNSs**") and blogging services ("**Blogs**") and share your answers to questions with your friends or visitors to your Blogs. In these instances, with your permission and on your behalf we will share the information contained in your Formspring account (i.e., profile information and answers) with the SNSs and Blogs with which you choose to link your Formspring account. We also receive certain information (which may include your Personal Information) in accordance with the privacy settings you have set in your SNS account, if any. Other than what we may share with the SNS or Blog in connection with your linking of accounts, the personal information a SNS or Blog has about you is obtained by the SNS or Blog independent of our Services. Other services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other online services you use

To remove yourself from these SNS connections, please log into your account, and "remove" under "services".

Compliance with Laws and Law Enforcement

Formspring cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Formspring or a third party, to protect the safety of the public or any person, or to prevent or

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stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable. We reserve the right to do any of the foregoing.

Business Transfers

Formspring may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Changing or Deleting Your Information

All Formspring Registered Users may review, update, correct or delete the Personal Information in their registration profile by logging into their account and changing the “user preferences” associated with their account. If you completely delete all such information, your account may be deactivated. We may retain an archived copy of your records as required by law or for legitimate business purposes. If you have any questions regarding changing or deleting your information, you may contact us at privacy@formspring.me. We will respond to your request within 30 business days.

Changing Your Privacy Settings

Formspring offers a variety of Privacy Settings that users can review and change at any time. Simply log into your account, go to “Settings” and select “Privacy” to review and adjust your settings as you wish.

Invite-A-Friend

If you choose to use our referral service to tell a friend about our Site, we will ask you for your friend's name and email address. We will automatically send your friend a one-time email inviting him or her to visit the Site. Formspring stores this information for the sole purpose of sending this one-time email and tracking the success of our referral program.

Your friend may contact us at privacy@formspring.me to request that we remove this information from our database.

Import Contacts

We utilize an import contacts feature to help you keep in touch with your contacts and other members. We make it easy for you to invite people from your email address books to join you on our Site. At your request we will search your email address book to help you import your contacts to our site.

Security

Formspring is very concerned with safeguarding your information. We are not in the business of providing information security. We do employ limited data security measures, such as encryption, on some but not all systems. Do not provide your personal information if you are concerned with its disclosure.

International Transfer

Your information may be transferred to—and maintained on—computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to Formspring, please be advised that we transfer Personal Information to the United States and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Phishing

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Identity theft and the practice currently known as “phishing” are of great concern to Formspring. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information, your login password, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission's website.

Links to Other Sites

The Site contains links to other websites and online services that are not owned or controlled by Formspring. If you choose to visit an advertiser by “clicking on” a banner ad or other type of advertisement, or click on another third party link, you will be directed to that third party's website. The fact that we link to a website, content or present a banner ad or other type of advertisement is not an endorsement, authorization or representation that we are affiliated with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites or services. These other websites and services may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other websites and services follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit. Formspring is not responsible for the practices of other websites or online services.

Contacting Us

If you have any questions about this Privacy Policy, please contact us at privacy@formspring.me or at Privacy Matters c/o Formspring.me, Inc., 182 Howard Street PMB #531, San Francisco, California 94105.

Foursquare

Terms of Use

<https://foursquare.com/legal/terms>

Last Updated: August 25, 2011

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES OFFERED BY FOURSQUARE LABS, INC. ("FOURSQUARE"), A DELAWARE CORPORATION. THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE WEBSITE AT [HTTPS://FOURSQUARE.COM](https://foursquare.com) (THE "SITE") AND THE SERVICES, FEATURES, CONTENT, APPLICATIONS OR WIDGETS OFFERED BY FOURSQUARE (COLLECTIVELY WITH THE SITE, THE "SERVICE").

Acceptance of Terms.

By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to all of the terms and conditions contained herein ("Terms of Use"), which also incorporate foursquare's [Privacy Policy](#), foursquare's [Intellectual Property Policy](#), foursquare's [Photo Guidelines](#), foursquare's **Venue Terms and Conditions**, foursquare's **API License Agreement** and all other operating rules, policies and procedures that may be published from time to time on the Site by foursquare, each of which is incorporated by reference and each of which may be updated by foursquare from time to time without notice to you in accordance with the terms set out under the "Modification of Terms of Use" section below. In addition, some services offered through the Service may be subject to additional terms and conditions specified by foursquare from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. These Terms of Use apply to all users of the Service, including, without limitation, users who are contributors of content, information, and other materials or services on the Site, individual users of the Service, venues that access the Service, and users that have a page on the Service.

Access.

Subject to these Terms of Use, foursquare may offer to provide the Services, as described more fully on the Site, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services foursquare performs for you, any applications or widgets offered by foursquare that you download from the Site or, subject to the terms set out under the "Third party Sites and Services" section below, from third party application stores

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(e.g., iTunes® store, Blackberry App World™, or Google Apps Marketplace) authorized by foursquare, as well as the offering of any materials displayed or performed on or through the Services (including Content (as defined below)).

Registration and Eligibility.

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you are required to register with foursquare and represent, warrant and covenant that you provide foursquare with accurate, truthful, and complete registration information (including, but not limited to your name ("User Name"), e-mail address and a password you will use to access the Service) and to keep your registration information accurate and up-to-date. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your foursquare account.

You shall not:

provide any false personal information to foursquare (including a false User Name) or create any account for anyone other than yourself without such person's permission;

use a User Name that is the name of another person with the intent to impersonate that person;

use a User Name or foursquare account that is subject to any rights of a person other than you without appropriate authorization; or

use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.

foursquare reserves the right to refuse registration of, or cancel a User Name in its sole discretion. You are solely responsible and liable for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your foursquare password. You shall never use another user's account without such other user's prior express permission. You will immediately notify foursquare in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service. The Service is not available to individuals who are younger than 13 years old. foursquare may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.

Content.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. foursquare cannot guarantee the authenticity of any Content or data

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which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. For purposes of these Terms of Use, the term "Content" includes, without limitation, any location information, "shouts", videos, audio clips, comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by foursquare on or through the Service. Content added, created, uploaded, submitted, distributed, or posted to the Service by users is collectively referred to as, "User Submissions."

foursquare Content.

The Service contains Content specifically provided by foursquare or its partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

Subject to these Terms of Use, foursquare grants each user of the Site and/or Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use, modify and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution or storage of any Content for other than personal, non-commercial use is expressly prohibited without prior written permission from foursquare, or from the copyright holder identified in such Content's copyright notice, as applicable. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial (whether or not for profit) use or in any way that violates any third party right.

User Submissions.

We may use your User Submissions in a number of different ways in connection with the Site, Service and foursquare's business as foursquare may determine in its sole discretion, including but not limited to, publicly displaying it, reformatting it, incorporating it into marketing materials, advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing other users to do the same in connection with their own websites, media platforms, and applications ("Third Party Media"). By submitting User Submissions on the Site or otherwise through the Service, you hereby do and shall grant foursquare a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Site, the Service and foursquare's (and its successors and assigns') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Site and/or the Service, including Third Party Media, a non-exclusive license to access your User Submissions through the Site and the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions in connection with their use of the Site, Service and Third Party Media. For clarity, the foregoing license grant to foursquare does not affect your other ownership or license rights in your User

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Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing with foursquare.

You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

You understand that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such Content originated; that foursquare will not be liable for any errors or omissions in any Content; and that foursquare cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

When you delete your User Submissions, they will be removed from the Service. However, you understand that any removed User Submissions may persist in backup copies for a reasonable period of time (but following removal will not be shared with others) or may remain with users who have previously accessed or downloaded your User Submissions.

Rules and Conduct.

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. Additionally, you shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a)take any action or (b)upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Submission, that:

infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;

you know is false, misleading, untruthful or inaccurate;

is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes bigotry, discrimination or violence, or is otherwise inappropriate as determined by foursquare in its sole discretion;

constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");

other than appropriate use of an Add-to Link, involves commercial activities (whether or not for profit) and/or sales without foursquare's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

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contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of foursquare or any third party;

impersonates any person or entity, including any employee or representative of foursquare;

includes anyone's identification documents or sensitive financial information; or

breaches the [Privacy Policy](#), the [House Rules](#) and/or any of the other policies and rules incorporated herein.

If the User Submission includes a photograph, foursquare's [Photo Guidelines](#) shall apply. Foursquare has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any user who publishes or distributes child pornography.

You shall not (directly or indirectly):

take any action that imposes or may impose (as determined by foursquare in its sole discretion) an unreasonable or disproportionately large load on foursquare's (or its third party providers') infrastructure;

interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;

bypass any measures foursquare may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service);

run any form of auto-responder or "spam" on the Service;

use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;

harvest or scrape any Content from the Service;

modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, sell, trade, or in any way exploit the Service or Site Content (other than your User Submissions), except as expressly authorized by foursquare;

decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction;

copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;

otherwise take any action in violation of foursquare's guidelines and policies.

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foursquare does not guarantee that any Content or User Submissions (as defined above) will be made available on the Site or through the Service. foursquare has no obligation to monitor the Site, Service, Content, or User Submissions. However, foursquare reserves the right to (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if foursquare is concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove, suspend or block any User Submissions from the Service. foursquare also reserves the right to access, read, preserve, and disclose any information as foursquare reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of foursquare, its users and the public.

Feedback and Unsolicited Idea Submission Policy

For information on foursquare's Feedback and Unsolicited Idea Submission Policy, please go [here](#).

Special Terms for 'Add-to-Foursquare' Link

If you include foursquare's 'Add-to-foursquare' Link ("Add-to Link") on your website, the following additional terms apply to you:

Subject to your continuous compliance with these Terms of Use, foursquare hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to use and display the Add-to Link on a website for which you have proper authorization ("your website") so that users can post links or content from your website on the Service. You grant us permission to use and allow others to use such links and content on the Service.

Your license is subject to the following restrictions on use: (a) you may not use the Add-to Link to facilitate your sale of access to the Service or any information therein without foursquare's prior written approval; (b) you may not obscure or disable any element of the Add-to Link; (c) your website title and other trademarks and logos must appear at least as prominent as foursquare's trademarks and logos in the Add-to Link; (d) you may not display the Add-to Link in any manner that implies partnership with, affiliation with, sponsorship, or endorsement by foursquare; (e) you may not display the Add-to Link on any site that disparages foursquare or its products or services, infringes any foursquare's intellectual property or other rights, or violates any applicable law; (f) you may not place the Add-to Link on sites that include content that would violate these Terms of Use if posted on the Service; (g) you may not display the Add-to Link in a manner that does not permit successful linking to, redirection to the Service; and (h) you may not insert any intermediate page, splash page or other content between the Add-to Link and the Service.

Special Terms for Pages.

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If you have a "Page" on the Service, you also agree to the following:

Pages are special profiles that may only be used to promote a business or other commercial, political, or charitable organization or endeavor (including non-profit organizations, political campaigns, bands, and celebrities).

You may only administer a Page if you are an authorized representative of the subject of the Page.

All Content posted on the Pages will be made available to all users of the Services.

You may not display any Content on your Page that is an ad or could be construed as an ad.

You may not establish terms beyond those set forth in these Terms of Use to govern the use of the Page you administer.

Your Page will not be used primarily or substantially to promote or advertise alcohol or tobacco products, firearms, or other products or services that may not be lawfully purchased or used by minors.

You will not direct your Page, or any Content on your Page, to children under the age of 13.

If you collect information about users, you will only use such information for your internal business purposes in connection with your use of the Service and in accordance with foursquare's **Privacy Policy**.

You will not use deceptive practices to get users to "like" your Page.

You are responsible for ensuring that your Page, including any Content you post on your Page, shall comply with all applicable laws, rules and regulations and these Terms of Use, and any advertising, marketing, privacy, or other self-regulatory code(s) applicable to your industry.

Special Terms for Verified Venues.

If you are the verified representative of a venue, you also agree to foursquare's [Venue Terms and Conditions](#).

Special Terms for Developers.

If you are a developer or operator of any application or service that uses foursquare's application programming interface(s) you also agree to foursquare's [Platform Policy](#) and [API License Agreement](#).

Third Party Sites and Services.

The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under foursquare's control, and you acknowledge that foursquare is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply

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endorsement by foursquare or any association with its operators. You further acknowledge and agree that foursquare shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

Termination.

foursquare may terminate your access to all or any part of the Service and/or Add-to Link at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer.

Save to the extent required by law, foursquare has no special relationship with or fiduciary duty to you. You acknowledge that foursquare has no control over, and no duty to take any action regarding: which users gain access to the Service; what Content you access via the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content.

You release foursquare from all liability for you having acquired or not acquired Content through the Service. The Service may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. foursquare makes no representations concerning any Content contained in or accessed through the Service, and foursquare will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service.

You release us from all liability relating to your connections and relationships with other users. You understand that we do not, in any way, screen users, nor do we inquire into the backgrounds of users or attempt to verify their backgrounds or statements. We make no representations or warranties as to the conduct of users or the veracity of any information users provide. In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the Services, including, without limitation, bodily injury, emotional distress, and any damages resulting in any way from communications or meetings with users or persons you may otherwise meet through the Services. As such, you agree to take reasonable precautions and exercise the utmost personal care in all interactions with any individual you come into contact with through the Services, particularly if you decide to meet such individuals in person. For example, you should not, under any circumstances, provide your financial information (e.g., credit card or bank account numbers) to other individuals.

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THE SITE, SERVICE, CONTENT AND ADD-TO LINK ARE PROVIDED "AS IS", "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW.

FOURSQUARE, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE WEBSITE, SERVICE, CONTENT AND ADD-TO LINK IS SOLELY AT YOUR OWN RISK. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification.

You shall defend, indemnify, and hold harmless foursquare, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content, Add-to Link or otherwise from your User Submissions, violation of these Terms of Use, or infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of foursquare). foursquare reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with foursquare in asserting any available defenses.

Limitation of Liability.

ALL LIABILITY OF FOURSQUARE, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HOWSOEVER ARISING FOR ANY LOSS SUFFERED AS A RESULT OF YOUR USE THE SITE, SERVICE, CONTENT, USER SUBMISSIONS OR ADD-TO LINK IS EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, SAVE THAT, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT LIABILITY OF FOURSQUARE, ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS (AS APPLICABLE) HAS ARISEN, THE TOTAL OF SUCH LIABILITY SHALL BE LIMITED IN AGGREGATE TO ONE HUNDRED US DOLLARS (\$100).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOURSQUARE, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE (AND WHETHER OR NOT FOURSQUARE, ITS DIRECTORS,

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EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS HAD PRIOR KNOWLEDGE OF THE CIRCUMSTANCES GIVING RISE TO SUCH LOSS OR DAMAGE) WITH RESPECT TO THE SITE, SERVICE, CONTENT, USER SUBMISSIONS OR ADD-TO LINK FOR:

INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES;

LOSS OF ACTUAL OR ANTICIPATED PROFITS;

LOSS OF REVENUE;

LOSS OF GOODWILL;

LOSS OF DATA;

LOSS OF ANTICIPATED SAVINGS;

WASTED EXPENDITURE; OR

COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS OF USE. 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, FOURSQUARE'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SOLELY IN RESPECT OF USERS LOCATED IN EUROPEAN ECONOMIC AREA (EEA) AND/OR AUSTRALIA, NOTHING IN THESE TERMS OF USE SHALL BE DEEMED TO EXCLUDE OR LIMIT OUR OR YOUR LIABILITY (AS APPLICABLE) IN RESPECT OF:

DEATH OR PERSONAL INJURY ARISING AS A RESULT OF OUR OR YOUR NEGLIGENCE (AS APPLICABLE);

FRAUD (INCLUDING FRAUDULENT MISREPRESENTATION), THEFT OR OTHER CRIMINAL ACTIVITY; OR

ANY BREACH OF ANY OBLIGATIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982.

Governing Law.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and foursquare agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

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Save for users located in the EEA and/or Australia, the following arbitration and governing law provisions shall apply:

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the United States of America. For all purposes of these Terms of Use, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in the Southern District of New York. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation, this section. If you are accepting these Terms of Use on behalf of a United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York (excluding choice of law).

Solely in respect of users located in the EEA and/or Australia, the following governing law provisions shall apply:

These Terms of Use and any disputes or claims arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England. All disputes or claims arising out of or relating to these Terms of Use shall be subject to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.

Government Use.

The use, duplication, reproduction, release, modification, disclosure or transfer of the software, application or widget is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. Any such software, application or widget is a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of any such software, application or widget shall be governed solely by these Terms of Use.

Integration and Severability.

These Terms of Use are the entire agreement between you and foursquare with respect to the Service and use of the Site, Service, Content, User Submissions or Add-to Link, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and foursquare with respect to the Site. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be

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binding, foursquare must provide you with written notice of such waiver through one of its authorized representatives.

Modification of Terms of Use.

foursquare reserves the right, at its sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Service or via email. foursquare may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

Cancellation of these Terms of Use

In respect of users located in the EEA who wish to receive Services, and/or provide User Submissions, and/or provide or access Content via the Site, such users may have a right to cancel these Terms of Use under the European Distance Selling Directive (97/7/EC) ("Directive") within 7 days of accepting these Terms of Use solely to the extent such right applies under the Directive to such users, save that if such right to cancel applies, it shall cease to exist from the time of actual use of the Services, and/or provision of the User Submissions, and/or provision or access of Content via the Site by such users.

Miscellaneous.

foursquare shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond foursquare's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with foursquare's prior written consent. foursquare may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.

Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Solely in respect of users located in the EEA and/or Australia, in respect of these Terms of Use and your use of this Site, Service, Content, User Submissions or Add-to Link, nothing in these Terms of Use shall be deemed to grant any rights or benefits to any person, other than us and you (and our and your respective successors in title or assignees), or entitle any third party to enforce any provision hereof,

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and we and you agree that we do not intend that any provision of these Terms of Use should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

Language.

Where Foursquare has provided you with a translation of the English language version of these Terms of Use, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Foursquare.

If there is any contradiction between what the English language version of these Terms of Use says and what a translation says, then the English language version shall take precedence.

Contact.

You may contact foursquare at the following address: 568 Broadway, 10th Floor, New York, NY 10012.

Effective Date: August 25, 2011

Privacy Policy

<https://foursquare.com/legal/privacy>

Last Updated: January 12, 2011

Foursquare Labs, Inc. ("foursquare") knows that you take your privacy seriously. We do, too. We are committed to giving you transparency of our privacy practices and control over your data in connection with foursquare's Service (as defined in foursquare's [Terms of Service](#)). To that end, in addition to this Privacy Policy, we have developed the following other documents that complement this policy, all of which describe the data we collect, how we use it, with whom we share it, and your choices regarding your data:

A ['Privacy 101' page](#), intended to educate users about privacy on foursquare[®];

A [table showing the default privacy settings](#) ("Privacy Grid") on foursquare[®] **[Updated - June 6, 2012]**; and

A [set of FAQs](#) related to privacy.

This Privacy Policy covers foursquare's treatment of personally identifiable information ("Personal Information") and other data that foursquare gathers when you are accessing foursquare's Service. The Service is not available to individuals who are younger than 13 years old.

What Personal Information Does Foursquare Collect?

Personal Information You Provide to Us: We receive and store any information you enter on our Service or provide to us in any other way. The types of Personal Information collected may include your

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name, email address, phone number, birthday, Twitter and/or Facebook usernames, use information regarding your use of our Service, and browser information. We automatically receive your location when you use the Service. The Personal Information you provide is used for such purposes as allowing you to set up a user account and profile that can be used to interact with other users through the Service, improving the content of the Service, customizing the advertising and content you see, and communicating with you about specials and new features. We may also draw upon this Personal Information in order to adapt the Services of our community to your needs, to research the effectiveness of our network and Services, and to develop new tools for the community.

Information Collected Automatically: When you use the Service, foursquare automatically receives and records information on our server logs from your browser or mobile platform, including your location, IP address, cookie information, and the page you requested. We treat this data as non-Personal Information, except where we are required to do otherwise under applicable law. foursquare only uses this data in aggregate form. We may provide aggregate information to our partners about how our customers, collectively, use our site, so that our partners may also understand how often people use their services and our Service.

How is My Information Shared?

Personal Information about our users is an integral part of our business. We neither rent nor sell your Personal Information to anyone. foursquare may share your Personal Information only as described below. The default user settings for all data about you that is visible to others are available in our [Privacy Grid](#), together with information on how to change the default user settings, where applicable.

Friends: Your "friends" can see the location and time of each of your check-ins, first name and last initial, email, phone number, photo, hometown, mayorships and badges, links to your Twitter and Facebook accounts (if you have connected those accounts to your foursquare account), a list of your friends, Tips you write, and items on your To-Do list. See [Privacy Grid](#). Individuals reading this information may use it or disclose it to other individuals or entities without our control and without your knowledge. We therefore urge you to think carefully about including any specific information you may deem private in Shouts or To Dos or other content (location or otherwise) that you create in the Service.

Agents: We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Our agents do not have any right to use Personal Information we share with them beyond what is necessary to assist us, and they provide a comparable level of protection for your Personal Information.

Information Shared with Everyone: One of the primary reasons people use foursquare is to share content with others. Information such as your name and photo, your hometown, your mayorships and badges, a list of your friends, and the Tips you write is shared by default with the foursquare community. Information on how to change these default settings, if applicable, is available on the [Privacy Grid](#).

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Foursquare Features

The foursquare service also has the following features that may allow you to share your information with others. For each of these features, the information available to friends and others, our default user settings, and how to alter the default settings, is available on the Privacy Grid. Please remember that if you choose to provide personal information using certain features of the Service, that information may be available to the wider foursquare community, or may be published on the foursquare website, which is subject to indexing by third party search engines.

[Following brands through brand pages](#)

[Visiting authorized venues](#)

Following "follower accounts"

[Connecting to your Twitter or Facebook accounts](#)

[Searching for friends](#)

[Inviting others to join foursquare](#)

[Writing Tips](#)

[Writing shouts](#)

[Posting Photos](#)

[Posting Comments](#)

Using Third Party Apps. Use of third party apps developed using our API are subject to the terms of use and privacy policies of such third party developers. Certain Personal Information may be made available to third party developers if you or your "friends" use these third party apps. You should review the policies of third party apps and websites to ensure that you are comfortable with the ways in which they use the information you share with them. We do not guarantee that they will follow our rules or our Privacy Policy.

Sharing with Partners, in connection with business transfers, and for the protection of foursquare and others:

Our Partners: In addition to the data sharing described above, we enter into relationships with a variety of businesses and work closely with them. In certain situations, these businesses sell items or provide promotions to you through foursquare's Service. In other situations, foursquare provides services, or sells products jointly with these businesses. You can easily recognize when one of these businesses is associated with your transaction, and we will share your Personal Information that is related to such transactions with that business, unless you have elected not to be solicited by marketing partners during the registration process or through the account settings page.

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Business Transfers: If foursquare or substantially all of its assets are acquired, or in the unlikely event that foursquare goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party.

Protection of foursquare and Others: We may release Personal Information when we believe in good faith that release is necessary to comply with the law, including laws outside your country of residence; enforce or apply our conditions of use and other agreements; or protect the rights, property, or safety of foursquare, our employees, our users, or others. This includes exchanging information with other companies and organizations (including outside of your country of residence) for fraud protection and credit risk reduction.

Adding Your Home Address As A Venue: You should be aware that if you or your friends add your home as a new venue in the Service database and that information is published on the Service (for example, via a user checking in to that home venue), that information may be available to others and may be published by third parties without our control. To request removal of a venue from the foursquare database (including your home address) please email us at privacy@foursquare.com

Email Communications: If you do not want to receive commercial email or other mail from us, please indicate your preference during the registration process or by making a modification on your account settings page or through the 'settings' tab on our website once you're logged into the service. Please note that if you do not want to receive legal notices from us, such as notices regarding this Privacy Policy, those legal notices will still govern your use of the foursquare Service, and you are responsible for reviewing such legal notices for changes. We may receive a confirmation when you open an email from foursquare if your computer supports this type of program. Foursquare uses this confirmation to help us make emails more interesting and helpful and improve our service.

What About Cookies and Similar Technologies?

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your browser to enable our systems to recognize your browser and tell us how and when pages in our site are visited and by how many people. Foursquare cookies do not collect Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are or what your email address is.

Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. For more information about cookies and how to refuse them, [click here](#).

Ads appearing on the Service may be delivered to users by our advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by foursquare and its

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service providers and does not cover the use of cookies by any advertisers. For information about how to opt out of receiving behavioral advertisements from our advertising partners, click [here](#).

Foursquare uses Google Analytics to better understand who is using the Service, and how people are using it. Google Analytics uses cookies to collect and store anonymous information such as time of visit, pages visited, time spent on each page of the website, IP address, and type of operating system used. We use this information to improve the Service and make it appealing to as many users as possible. Google has developed a [browser plugin](#) to allow you to opt-out of Google Analytics' tracking software.

Is Personal Information About Me Secure?

Your foursquare account Personal Information is protected by a password for your privacy and security. You need to prevent unauthorized access to your account and Personal Information by selecting and protecting your password appropriately, and limiting access to your computer and browser by signing off after you have finished accessing your account.

Foursquare endeavors to safeguard user information to ensure that user account information is kept private. However, foursquare cannot guarantee the security of user account information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

The Service may contain links to other sites. Foursquare is not responsible for the privacy policies and/or practices on other sites. When linking to another site, you should read the privacy policy stated on that site. This Privacy Policy only governs information collected on the Service.

International Users

If you are located outside of the United States, please note that this site is hosted on our computer servers in the United States. Therefore, your information may be processed and stored in the United States. As a result, United States federal and state governments, courts, or law enforcement or regulatory agencies may be able to obtain disclosure of your information through laws applicable in the United States. Your use of this site or the Service or your submission of any Personal Information to us will constitute your consent to the transfer of your Personal Information outside of your home country, including the United States, which may provide for different data protection rules than in your country.

What Personal Information Can I Access?

Foursquare allows you to access the following information about you for the purpose of viewing, and in certain situations, updating that information and ensuring that it is accurate and complete. You can access this information on the foursquare website by visiting the user settings page (except usage information, which can be accessed in the "History" tab). This list will change as our Service changes.

Password

Phone number

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Email address

Other User profile information (for example, home city, photo)

Usage information (for example, check-in history)

How Do I Delete My Account?

Should you ever decide to delete your foursquare account, you may do so by clicking on the "delete account" link on your account [settings page](#). If you terminate your account, your profile, including your check-in history, badges you received, your User Submissions (as defined in foursquare's Terms of Service) and any promotional offers you received, will be removed from the site and deleted from foursquare's servers. Because of the way we maintain foursquare, such deletion may not be immediate, and residual copies of your profile information or posts may remain on backup media for up to ninety (90) days.

How Is Information Removed From My Account?

Even after you remove information from your account or profile, copies of that information may remain viewable elsewhere, to the extent it has been shared with others, it was otherwise distributed pursuant to your privacy settings, or it was copied or stored by other users. Removed and deleted information may remain on backup media for up to ninety (90) days prior to being deleted from our servers.

Will There Be Changes To This Privacy Policy?

Foursquare may amend this Privacy Policy from time to time. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used. If we make material changes in the way we use Personal Information, we will notify you by posting an announcement on our Service or sending you an email. Users are bound by any changes to the Privacy Policy when they use the Service after such changes have been first posted.

What If I Have Questions Or Concerns?

If you have any questions or concerns regarding privacy using the Service, please send a detailed message to: privacy@foursquare.com. We will make every effort to resolve your concerns.

Google +

Terms of Service

<http://www.google.com/intl/en/policies/terms/>

Last modified: March 1, 2012

Welcome to Google!

Thanks for using our products and services (“Services”). The Services are provided by Google Inc. (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Google's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies,

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and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don't assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

If you learn of any unauthorized use of your password or account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

Your Content in our Services

Some of our Services allow you to submit content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload or otherwise submit content to our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

You can find more information about how Google uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

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About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Google as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Google, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Google may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

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WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).

Privacy Policy

<http://www.google.com/intl/en/policies/privacy/>

Last modified: March 1, 2012 ([view archived versions](#))

There are many different ways you can use our services – to search for and share information, to communicate with other people or to create new content. When you share information with us, for example by creating a [Google Account](#), we can make those services even better – to show you more relevant search results and ads, to help you connect with people or to make sharing with others quicker and easier. As you use our services, we want you to be clear how we're using information and the ways in which you can protect your privacy.

Our Privacy Policy explains:

What information we collect and why we collect it.

How we use that information.

The choices we offer, including how to access and update information.

We've tried to keep it as simple as possible, but if you're not familiar with terms like cookies, IP addresses, pixel tags and browsers, then read about these [key terms](#) first. Your privacy matters to Google so whether you are new to Google or a long-time user, please do take the time to get to know our practices – and if you have any questions [contact us](#).

Information we collect

We collect information to provide better services to all of our users – from figuring out basic stuff like which language you speak, to more complex things like which ads you'll find most useful or the people who matter most to you online.

We collect information in two ways:

Information you give us. For example, many of our services require you to sign up for a Google Account. When you do, we'll ask for [personal information](#), like your name, email address, telephone number or credit card. If you want to take full advantage of the sharing features we offer, we might also ask you to create a publicly visible [Google Profile](#), which may include your name and photo.

Information we get from your use of our services. We may collect information about the services that you use and how you use them, like when you visit a website that uses our advertising services or you view and interact with our ads and content. This information includes:

Device information

We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number). Google may associate your device identifiers or phone number with your Google Account.

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Log information

When you use our services or view content provided by Google, we may automatically collect and store certain information in [server logs](#). This may include:

details of how you used our service, such as your search queries.

telephony log information like your phone number, calling-party number, forwarding numbers, time and date of calls, duration of calls, SMS routing information and types of calls.

[Internet protocol address](#).

device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.

cookies that may uniquely identify your browser or your Google Account.

Location information

When you use a location-enabled Google service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may also use various technologies to determine location, such as sensor data from your device that may, for example, provide information on nearby Wi-Fi access points and cell towers.

Unique application numbers

Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to Google when you install or uninstall that service or when that service periodically contacts our servers, such as for automatic updates.

Local storage

We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.

Cookies and anonymous identifiers

We use various technologies to collect and store information when you visit a Google service, and this may include sending one or more [cookies](#) or [anonymous identifiers](#) to your device. We also use cookies and anonymous identifiers when you interact with services we offer to our partners, such as advertising services or Google features that may appear on other sites.

How we use information we collect

We use the information we collect from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect Google and our users. We also use this information to offer you tailored content – like giving you more relevant search results and ads.

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We may use the name you provide for your Google Profile across all of the services we offer that require a Google Account. In addition, we may replace past names associated with your Google Account so that you are represented consistently across all our services. If other users already have your email, or other information that identifies you, we may show them your publicly visible Google Profile information, such as your name and photo.

When you contact Google, we may keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

We use information collected from cookies and other technologies, like [pixel tags](#), to improve your user experience and the overall quality of our services. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer. When showing you tailored ads, we will not associate a cookie or anonymous identifier with sensitive categories, such as those based on race, religion, sexual orientation or health.

We may combine personal information from one service with information, including personal information, from other Google services – for example to make it easier to share things with people you know. We will not combine DoubleClick cookie information with personally identifiable information unless we have your opt-in consent.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Google processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live.

Transparency and choice

People have different privacy concerns. Our goal is to be clear about what information we collect, so that you can make meaningful choices about how it is used. For example, you can:

[Review and control](#) certain types of information tied to your Google Account by using Google Dashboard.

[View and edit](#) your ads preferences, such as which categories might interest you, using the Ads Preferences Manager. You can also opt out of certain Google advertising services here.

[Use our editor](#) to see and adjust how your Google Profile appears to particular individuals.

[Control](#) who you share information with.

[Take information](#) out of many of our services.

You may also set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. However, it's important to remember that many of our services may not function properly if your cookies are disabled. For example, we may not remember your language preferences.

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Information you share

Many of our services let you share information with others. Remember that when you share information publicly, it may be indexable by search engines, including Google. Our services provide you with different options on sharing and removing your content.

Accessing and updating your personal information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

Information we share

We do not share personal information with companies, organizations and individuals outside of Google unless one of the following circumstances apply:

With your consent

We will share personal information with companies, organizations or individuals outside of Google when we have your consent to do so. We require opt-in consent for the sharing of any [sensitive personal information](#).

With domain administrators

If your Google Account is managed for you by a [domain administrator](#) (for example, for Google Apps users) then your domain administrator and resellers who provide user support to your organization will have access to your Google Account information (including your email and other data). Your domain administrator may be able to:

view statistics regarding your account, like statistics regarding applications you install.

change your account password.

suspend or terminate your account access.

access or retain information stored as part of your account.

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receive your account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request.

restrict your ability to delete or edit information or privacy settings.

Please refer to your domain administrator's privacy policy for more information.

For external processing

We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

For legal reasons

We will share personal information with companies, organizations or individuals outside of Google if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

meet any applicable law, regulation, legal process or enforceable governmental request.

enforce applicable Terms of Service, including investigation of potential violations.

detect, prevent, or otherwise address fraud, security or technical issues.

protect against harm to the rights, property or safety of Google, our users or the public as required or permitted by law.

We may share aggregated, [non-personally identifiable information](#) publicly and with our partners – like publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.

If Google is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect Google and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

We encrypt many of our services [using SSL](#).

We offer you [two step verification](#) when you access your Google Account, and a [Safe Browsing feature](#) in Google Chrome.

We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.

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We restrict access to personal information to Google employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

Application

Our Privacy Policy applies to all of the services offered by Google Inc. and its affiliates, including services offered on other sites (such as our advertising services), but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include Google services, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Enforcement

We regularly review our compliance with our Privacy Policy. We also adhere to several [self regulatory frameworks](#). When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Specific product practices

The following notices explain specific privacy practices with respect to certain Google products and services that you may use:

[Chrome and Chrome OS](#)

[Books](#)

[Wallet](#)

LinkedIn

Terms of Use

http://www.linkedin.com/static?key=user_agreement&trk=hb_ft_userag

Last revised on June 16, 2011

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

Our User Agreement has been updated; [click here for a summary of the changes](#).

INTRODUCTION.

Purpose.

The mission of LinkedIn is to connect the world's professionals to enable them to be more productive and successful. To achieve our Mission, we make services available through our website, mobile applications, and developer platform, to help you, your connections, and millions of other professionals meet, exchange ideas, learn, make deals, find opportunities or employees, work, and make decisions in a network of trusted relationships and groups.

Scope and Intent.

You agree that by registering on LinkedIn, or by using the our website, including our mobile applications, developer platform, premium services, or other information provided as part of the LinkedIn services (collectively "LinkedIn" or the "Services"), you are entering into a legally binding agreement with LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043, USA if you reside in the United States, and with LinkedIn Ireland Limited, 77 Sir John Rogerson's Quay, Dublin 2, Ireland, if you reside outside the United States ("we," "us," "our," and "LinkedIn") based on the terms of this LinkedIn User Agreement and the LinkedIn [Privacy Policy](#), which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a LinkedIn user ("User").

If you are using LinkedIn on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not want to register an account and become a LinkedIn User, do not conclude the Agreement, do NOT click "Join LinkedIn" and do not access, view, download or otherwise use any LinkedIn webpage, information or services. By clicking "Join Now," you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking "Join Now," you also consent to use electronic signatures and

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acknowledge your click of the "Join Now" button as one. Please note that the LinkedIn User Agreement and [Privacy Policy](#) are also collectively referred to as LinkedIn's "Terms of Service."

YOUR OBLIGATIONS.

Applicable laws and this Agreement

You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

[DOs and DON'Ts](#);

[Complaints Regarding Content Posted on the LinkedIn Website](#); and

[LinkedIn's Privacy Policy](#).

License and warranty for your submissions to LinkedIn.

You own the information you provide LinkedIn under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, you grant LinkedIn a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to LinkedIn, including, but not limited to, any user generated content, ideas, concepts, techniques or data to the services, you submit to LinkedIn, without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss as noted in Sections 2 and 3 of this Agreement.

By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your LinkedIn profile information accurate and updated.

Service Eligibility.

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a LinkedIn account, (3) are not a competitor of LinkedIn or are not using the Services for reasons that are in competition with LinkedIn; (4) will only maintain one LinkedIn account at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of LinkedIn, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

Sign-In Credentials.

You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your LinkedIn account to another party; and (5) refrain from charging anyone for access to any portion of LinkedIn, or any information therein. Further, you are responsible for anything that happens through your account until you close

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down your account or prove that your account security was compromised due to no fault of your own. To close your account, please visit LinkedIn's [customer service site](#).

Indemnification.

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through LinkedIn.

Payment.

If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to LinkedIn storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. You may cancel your Premium Services [here](#). LinkedIn's refund policy is explained [here](#). You also acknowledge that LinkedIn's Premium Services are subject to this Agreement and any additional terms related to the provision of the Premium Service.

Notify us of acts contrary to the Agreement.

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

Notifications and Service Messages.

For purposes of service messages and notices about the Services to you, LinkedIn may place a banner notice across its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from LinkedIn to an email address associated with your account, even if we have other contact information. You also agree that LinkedIn may communicate with you through your LinkedIn account or through other means including email, mobile number, telephone, or delivery services including the postal service about your LinkedIn account or services associated with LinkedIn. Please review your [Settings](#) to control what kind of messages you receive from LinkedIn. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

LinkedIn Applications.

LinkedIn may offer the Services through applications built using LinkedIn's platform ("LinkedIn Applications"). Examples of LinkedIn Applications include its smart phone applications (LinkedIn for Blackberry or LinkedIn for iPhone), and LinkedIn's "Share" buttons and other interactive plugins distributed on websites across the web. LinkedIn Applications are distinct from third party Platform Applications addressed in Section 4.B. If you use a LinkedIn Application or interact with a website that has deployed a plugin, you agree that information about you and your use of the Services, including, but not limited to, your device, your mobile carrier, your internet access

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provider, your physical location, and/or web pages containing LinkedIn plugins that load in your browser may be communicated to us.

Further, by importing any of your LinkedIn data through the LinkedIn Application, you represent that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your LinkedIn account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing LinkedIn through your mobile access provider. Therefore, you should check with your provider to find out if the Services are available and the terms for these services for your specific mobile devices.

Finally, by using any downloadable application to enable your use of the Services, you are explicitly confirming your acceptance of the terms of the End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time.

User-to-User Communication and Sharing (LinkedIn Groups, Answers, Updates, Company Pages, etc.).

LinkedIn offers various forums such as LinkedIn Groups, Answers, and Network Updates, where you can post your observations and comments on designated topics. LinkedIn also enables sharing of information by allowing users to post updates, including links to news articles and other information such as job opportunities, product recommendations, and other content to their profile and other parts of the site, such as LinkedIn Groups and LinkedIn Company Pages.

LinkedIn members can create LinkedIn Groups and Company Pages for free, however, LinkedIn may close or transfer LinkedIn Groups or Company Pages, or remove content from them if the content violates this Agreement or others' intellectual property rights.

Please note that ideas you post and information you share may be seen and used by other Users, and LinkedIn cannot guarantee that other Users will not use the ideas and information that you share on LinkedIn. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any LinkedIn Group, into your Network Updates, or elsewhere on LinkedIn. LINKEDIN IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY LINKEDIN COMMUNITY FORUMS SUCH AS THE LINKEDIN BLOG, GROUPS OR ANSWERS.

Privacy.

You should carefully read our full [Privacy Policy](#) before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content (such as photographs) which you may submit to LinkedIn, or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

Export Control.

Your use of LinkedIn services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control.

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You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

Contributions to LinkedIn

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to LinkedIn through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) LinkedIn is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) LinkedIn shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) LinkedIn may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to LinkedIn all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from LinkedIn under any circumstances.

YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Do's and Don'ts listed in Section 10, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the Services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of LinkedIn or its Users), view information and use the Services that we provide on LinkedIn webpages and in accordance with this Agreement. Any other use of LinkedIn contrary to our mission and purpose (such as seeking to connect to someone you do not know or trust, or to use information gathered from LinkedIn commercially unless expressly authorized by LinkedIn) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in LinkedIn and all related items, including any and all copies made of the LinkedIn website.

OUR RIGHTS AND OBLIGATIONS.

Services Availability.

For as long as LinkedIn continues to offer the Services, LinkedIn shall provide and seek to update, improve and expand the Services. As a result, we allow you to access LinkedIn as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue LinkedIn, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. LinkedIn further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by LinkedIn to be contrary to this Agreement. For avoidance of doubt, LinkedIn has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

Third Party Sites and Developers.

LinkedIn may include links to third party web sites ("Third Party Sites") on www.linkedin.com, developer.linkedin.com, and elsewhere. LinkedIn also enables third party developers

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("Platform Developers") to create applications ("Platform Applications") that provide features and functionality using data and developer tools made available by LinkedIn through its developer platform.

You are responsible for evaluating whether you want to access or use a Third Party Site or Platform Application. You should review any applicable terms and/or privacy policy of a Third Party Site or Platform Application before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not.

LinkedIn is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites or Platform Applications. LinkedIn also does not screen, audit, or endorse Platform Applications. Accordingly, if you decide to access Third Party Sites or use Platform Applications, you do so at your own risk and agree that your use of any Platform Application is on an "as-is" basis without any warranty as to the Platform Developer's actions, and that this Agreement does not apply to your use of any Third Party Site or Developer Application.

Please note: If you allow an Platform Application or Third Party Site to authenticate to or connect with your LinkedIn account, that application or website can access information on LinkedIn related to you and your connections.

For additional information regarding Platform Developers and Platform Applications, please refer to LinkedIn's [Privacy Policy](#).

Disclosure of User Information.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of LinkedIn, our Users or the public.

Disclosures of User information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the [Privacy Policy](#).

Connections and Interactions with other Users.

You are solely responsible for your interactions with other Users. LinkedIn may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. LinkedIn reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if LinkedIn determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

DISCLAIMER.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

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DO NOT RELY ON LINKEDIN, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR LINKEDIN AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. LINKEDIN DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY LINKEDIN OR ANYTHING RELATED TO LINKEDIN, YOU MAY CLOSE YOUR LINKEDIN ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 ("TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

LINKEDIN IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS INMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH LINKEDIN TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US.

LINKEDIN DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, LINKEDIN DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

LINKEDIN DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. LINKEDIN DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, LINKEDIN DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE LINKEDIN SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

LIMITATION OF LIABILITY.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither LinkedIn nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors ("LinkedIn Affiliates") shall be cumulatively liable for (a) any damages in excess of five times the most recent monthly fee that you paid for a Premium Service, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed through or downloaded from LinkedIn. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

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Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and

Not apply to any damage that LinkedIn may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.

Not apply if you have entered into a separate agreement to purchase Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those Premium Services.

TERMINATION.

Mutual rights of termination.

You may terminate this Agreement, for any or no reason, at any time, with notice to LinkedIn pursuant to Section 9.C. This notice will be effective upon LinkedIn processing your notice. LinkedIn may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only LinkedIn or the party paying for the services may terminate your access to any Premium Services. Termination of your LinkedIn account includes disabling your access to LinkedIn and may also bar you from any future use of LinkedIn.

Misuse of the Services.

LinkedIn may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes inviting other Users with whom you do not know to connect; abusing the LinkedIn messaging services; creating multiple or false profiles; using the Services commercially without LinkedIn's authorization, infringing any intellectual property rights, violating any of the Do's and Don'ts listed in Section 10, or any other behavior that LinkedIn, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, LinkedIn has adopted a policy of terminating accounts of Users who, in LinkedIn's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

Effect of Termination.

Upon the termination of your LinkedIn account, you lose access to the Services. The terms of this Agreement shall survive any termination, except Sections 3 ("Your Rights") and 4.a-b, and d ("Our Rights and Obligations") hereof.

DISPUTE RESOLUTION

Law and Forum for Legal Disputes

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of California regardless of your country of origin or where you access LinkedIn, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and LinkedIn agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Santa Clara County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and LinkedIn agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims. Notwithstanding the above, you agree that LinkedIn shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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Arbitration Option.

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

GENERAL TERMS.

Severability.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

Language.

Where LinkedIn has provided you with a translation of the English language version of this Agreement, the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation, including additional terms of service for Premium Services, will govern your relationship with LinkedIn.

Notices and Service of Process.

In addition to Section 2.h. ("Notices and Service Messages"), we may notify you via postings on www.linkedin.com. You may contact us [here](#).

Or via mail or courier at:

LinkedIn Corporation

ATTN: Legal Department

2029 Stierlin Court

Mountain View, CA 94043

USA

Additionally, LinkedIn accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

Entire Agreement.

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You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other LinkedIn services, third-party content or third party software.

Amendments to this Agreement.

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.linkedin.com or notifying you otherwise. For example, LinkedIn presents a banner on the site when we have amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the site. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section 7 (Termination).

No informal waivers, agreements or representations.

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any LinkedIn Affiliate shall be deemed legally binding on any LinkedIn Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of LinkedIn.

No Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

Beneficiaries.

Entities other than LinkedIn Corporation and LinkedIn Ireland, Limited, that LinkedIn Corporation owns a 50% or greater interest in ("Affiliate") are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce the Agreement directly against you.

Assignment and Delegation.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, LinkedIn Corporation for any third party that assumes our rights and obligations under this Agreement.

Potential Other Rights and Obligations.

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

LINKEDIN USER "DOS" and "DON'TS."

As a condition to access LinkedIn, you agree to this User Agreement and to strictly observe the following DOs and DON'Ts:

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Do undertake the following:

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;

Provide accurate information to us and update it as necessary;

Review and comply with our Privacy Policy;

Review and comply with notices sent by LinkedIn concerning the Services; and

Use the Services in a professional manner.

Don't undertake the following:

Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to LinkedIn;

Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field). Please also protect sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature;

Create a user profile for anyone other than a natural person;

Harass, abuse or harm another person, including sending unwelcomed communications to others using LinkedIn;

Invite people you do not know to join your network;

Upload a profile image that is not your likeness or a head-shot photo;

Use or attempt to use another's account without authorization from the Company, or create a false identity on LinkedIn;

Upload, post, email, InMail, transmit or otherwise make available or initiate any content that:

Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;

Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;

Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by LinkedIn);

Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;

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Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using LinkedIn invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using LinkedIn to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;

Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of LinkedIn or any User of LinkedIn;

Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or

Participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices.

Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on LinkedIn (excluding content posted by you) except as permitted in this Agreement, [LinkedIn's developer terms and policies](#), or as expressly authorized by LinkedIn;

Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof

Utilize or copy information, content or any data you view on and/or obtain from LinkedIn to provide any service that is competitive, in LinkedIn's sole discretion, with LinkedIn;

Imply or state, directly or indirectly, that you are affiliated with or endorsed by LinkedIn unless you have entered into a written agreement with LinkedIn (this includes, but is not limited to, representing yourself as an accredited LinkedIn trainer if you have not been certified by LinkedIn as such);

Adapt, modify or create derivative works based on LinkedIn or technology underlying the Services, or other Users' content, in whole or part, except as permitted under LinkedIn's developer program;

Rent, lease, loan, trade, sell/re-sell access to LinkedIn or any information therein, or the equivalent, in whole or part;

Sell, sponsor, or otherwise monetize a LinkedIn Group or any other service or functionality of LinkedIn, without the express written permission of LinkedIn.

Deep-link to the Site for any purpose, (i.e. including a link to a LinkedIn web page other than LinkedIn's home page) unless expressly authorized in writing by LinkedIn or for the purpose of promoting your profile or a Group on LinkedIn as set forth in the [Brand Guidelines](#);

Remove any copyright, trademark or other proprietary rights notices contained in or on LinkedIn, including those of both LinkedIn and any of its licensors;

Remove, cover or otherwise obscure any form of advertisement included on LinkedIn;

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Collect, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from LinkedIn except as expressly permitted in this Agreement or as the owner of such information may expressly permit;

Share information of non-Users without their express consent;

Infringe or use LinkedIn's brand, logos and/or trademarks, including, without limitation, using the word "LinkedIn" in any business name, email, or URL or including LinkedIn's trademarks and logos except as provided in the [Brand Guidelines](#) or as expressly permitted by LinkedIn;

Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;

Use bots or other automated methods to access LinkedIn, add or download contacts, send or redirect messages, or perform other activities through LinkedIn, unless explicitly permitted by LinkedIn;

Access, via automated or manual means or processes, LinkedIn for purposes of monitoring LinkedIn's availability, performance or functionality for any competitive purpose;

Engage in "framing," "mirroring," or otherwise simulating the appearance or function of LinkedIn's website;

Attempt to or actually access LinkedIn by any means other than through the interfaces provided by LinkedIn such as its mobile application or by navigating to <http://www.linkedin.com> using a web browser. This prohibition includes accessing or attempting to access LinkedIn using any third-party service, including software-as-a-service platforms that aggregate access to multiple services, including LinkedIn;

Attempt to or actually override any security component included in or underlying LinkedIn;

Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on LinkedIn's infrastructure, including, but not limited to, sending unsolicited communications to other Users or LinkedIn personnel, attempting to gain unauthorized access to LinkedIn, or transmitting or activating computer viruses through or on LinkedIn;

Interfere with or disrupt or game LinkedIn or the Services, including, but not limited to, any servers or networks connected to LinkedIn, in particular LinkedIn's search algorithms.

COMPLAINTS REGARDING CONTENT POSTED ON THE LINKEDIN WEBSITE.

We built LinkedIn to help you be a more successful professional, and to help professionals succeed. To achieving this purpose, we encourage our Users to share truthful and accurate information. We also respect the intellectual property rights of others. Accordingly, this Agreement requires that information posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, LinkedIn provides a process for submission of complaints concerning content posted by our Users. Our policy and procedures can be found here:

Privacy Policy

Last revised on June 16, 2011

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Highlights <http://www.linkedin.com/redirect?url=http%3A%2F%2Fwww%2Etruste%2Eorg%2Fvalidate%2Ephp%3Furl%3Dwww%2Elinkedin%2Ecom%26sealid%3D103&urlhash=BFmv>

This page summarizes the key highlights from our Privacy Policy. For more information, read our [full Privacy Policy](#).

Please note that our Privacy Policy has been updated. Please [click here](#) for a summary of the changes.

[Personal information collected](#)

We collect information:

When you register an account to become a LinkedIn user (“User”), such as your name, e-mail, employer, country, and a password.

When you view and interact with LinkedIn pages, features, and functionality, including LinkedIn mobile applications, software (like adding to your profile, participating in Groups, uploading contacts, etc.), and platform technology (like “Share on LinkedIn” buttons or third party applications). We also collect your IP address, browser type, operating system, mobile carrier, and your ISP, and receive the URLs of sites from which you arrive or leave the LinkedIn website, or sites that have embedded LinkedIn platform technology.

Through cookies and other technologies that allow us to recognize you, customize your experience, and serve advertisements both on and off LinkedIn. Learn more about cookies, beacons in Sections 1G and 1H, below. You can opt-out of advertising off LinkedIn [here](#).

When you interact with third party services available through LinkedIn like surveys, polls or other third party research undertaken with your consent.

[Uses of personal information](#)

We use the information you provide to:

Enable you to share your information and communicate with other Users, or provide your personal details to third parties offering combined services with LinkedIn;

Administer your account with us and customize the service we provide to you and other Users; and to

Send you service or promotional communications through email and notices on the LinkedIn website. You can control your messaging preferences [here](#).

Connect you to opportunities by enabling other professionals to find you on LinkedIn.

Create and distribute advertising relevant to your or your network’s LinkedIn experience. If you share your interactions on LinkedIn, for example, when you recommend a product, follow a company,

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establish or update your profile, join a Group, etc., LinkedIn may use these actions to create social ads for your network on LinkedIn using your profile photo and name. You can control whether LinkedIn uses your name and picture in social ads [here](#).

We do not sell, rent, or otherwise provide personally identifiable information to third parties without your consent except where it is necessary to carry out your instructions (to process your payment information, for example) or as described in Section 2 of this Privacy Policy. Also, we may share information with affiliates (like LinkedIn Ireland, Limited) to provide the Services. We also provide you with the means to control whether or not your contact information is viewable to other Users through your profile.

Please note that in order to fulfill your requests for paid services (e.g., LinkedIn Premium Services), we share your payment information with our payment processor.

[Your Information Choices](#)

You can:

Review, enhance or edit your personal information through your [personal profile page](#);

Control what information you make available to search engines through your [public profile](#);

Choose whether you [install or remove](#) any third party applications;

Control whether your profile information is shared with third parties through Developer Applications installed by your connections [by clicking here](#);

Control the messages you receive from [LinkedIn](#) and [other Users](#);

Change your [settings](#) to control visibility and accessibility through our website;

Control whether LinkedIn personalizes its professional plugins across the web using your LinkedIn account [here](#).

Control whether LinkedIn uses your name and profile photo in [social ads](#); and

Tell us to close your LinkedIn [account](#).

[Your obligations to other Users.](#)

Do not abuse the LinkedIn service by using it to spam, abuse, harass, or otherwise violate the User Agreement or Privacy Policy.

[Important information](#)

LinkedIn has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and its practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information.

Social Networks' Terms of Service/Privacy Policies

LinkedIn Corp participates in the EU Safe Harbor Privacy Framework as administered by the United States Department of Commerce as a data controller, and has self-certified our privacy practices as consistent with U.S.-E.U. Safe Harbor principles: Notice, Choice, Onward Transfer, Access and Accuracy, Security, Data Integrity and Enforcement. As part of our participation in the Safe Harbor Privacy Framework, LinkedIn has agreed to TRUSTe dispute resolution for disputes relating to our compliance with it. Please note that by becoming a User, you have given us your express and informed consent to transfer the data that you provide to us to the United States and to process it in the United States.

If Users have questions or concerns regarding this Privacy Policy, including the Safe Harbor Privacy Framework, you should first contact LinkedIn [here](#). If you do not receive acknowledgment of your inquiry or it is not satisfactorily addressed, you may raise your complaint with TRUSTe on their website accessible [here](#), by fax at +1-415-520-3420, or mail at WatchDog Complaints, TRUSTe, 55 2nd Street, 2nd Floor San Francisco, CA, USA 94105. TRUSTe will serve as a liaison with LinkedIn to resolve Users' concerns.

Notice of all changes that materially affect ways in which your personal information may be used or shared will be posted in updates to our Privacy Policy.

[Security](#)

Personal information you provide will be secured in accordance with industry standards and technology. Since the internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit to LinkedIn. There is no guarantee that information may not be accessed, copied, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications at all times.

[How to contact us](#)

If you have questions or comments please send them to us [here](#) or contact us at:

LinkedIn Corporation

Attn: Privacy Policy Issues

2029 Stierlin Court

Mountain View, CA 94043

USA

Introduction:

The mission of LinkedIn is to connect the world's professionals to enable them to be more productive and successful. We work to fulfill this mission by helping you, your connections, and millions of other

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professionals meet, exchange ideas, learn, make deals, find opportunities or employees, work, and make decisions in a network of trusted relationships and groups.

Being part of LinkedIn means sharing information about yourself with other professionals, communicating with them, as well as working privately on your own. By default, your account is set up to share the information that we have found the vast majority of our Users are interested in sharing. But the amount and type of information you decide to share, and with whom you share it, is up to you.

Here are the three main types of information on LinkedIn:

Information about yourself that you share. This is the information that your connections, other professionals, and companies see about you. This includes your profile and your contributions to discussions on LinkedIn Groups, Answers, or other community features LinkedIn may offer such as "Profile Stats" which, if you choose to opt-in, can show you who viewed your profile (and will show others when you visited their profiles). **You have control over what you share, and you can update information at any time.**

Communication. We help you communicate with connections and other professionals. Some of this is one-to-one, some of it is in groups, and some of it is public discussion. **You decide how much or how little you wish to communicate to individuals or groups.**

Private activity. We also provide tools that you can use privately on LinkedIn (for example, searching, or adding notes to your connections information.) **These actions and information are private and we don't share or distribute them to others on the website.**

Of course, maintaining your trust is our top concern, so we adhere to the following principles to protect your privacy:

We do not rent, sell, or otherwise provide your personally identifiable information to third parties without your consent, except as described in this policy or as required by law.

We do not share any information you have not chosen to display on your LinkedIn profile to other parties, unless compelled by law, or as necessary to enforce our User Agreement or protect the rights, property, or personal safety of LinkedIn, its Users, and the public.

All information that you provide will be protected with industry standard protocols and technology.

We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by means of a notice on our home page so that you may access and review the changes to this document in advance of your continued use of the service. If you object to any changes, you may [close your account](#). By continuing to use the LinkedIn service after notice of changes has been sent to you or published on the LinkedIn website, you are consenting to the changes.

Please read this policy and send us questions, concerns and suggestions [here](#).

What LinkedIn's Privacy Policy Covers:

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Information collected by LinkedIn.

How LinkedIn uses your information.

Your information choices.

Your obligations as a User.

Important information regarding service eligibility and US Department of Commerce Safe Harbor certification.

Security.

How to contact us.

Information Collected

The mission of LinkedIn is to connect the world's professionals to enable them to be more productive and successful. To achieve this mission, LinkedIn makes features and functionality available through our website, including our mobile and other applications, developer platform, premium services, and other information provided as part of the LinkedIn services ("Services") to enable professionals to develop, maintain and enhance a network of contacts, seek experts and consultants, fill job opportunities, create, share, and distribute information in collaboration with one another. By joining LinkedIn, you voluntarily and willingly provide LinkedIn Corporation in Mountain View California, USA, certain information, including personally identifiable information, which we collect in order to provide the Services. If you have any hesitation about providing information to us and/or having your information displayed on the LinkedIn website or otherwise used in any manner permitted in this Privacy Policy and the User Agreement, you should not become a member of the LinkedIn community; and, if you are already a member, you should close your account.

We collect your personal information in the following ways:

Registration

In order to become a User, you must provide us the following information to create an account: name, email address, country, and password. Without this minimal amount of information, you cannot create a LinkedIn account. Like other passwords, you should choose one that is known only by you. LinkedIn requests other information from you during the registration process, (e.g., gender, location, etc.) that LinkedIn uses to provide better, more customized services such as language-specific profile pages and updates, better ads, and more valuable career opportunities. You acknowledge that this information is personal to you, and by creating an account on LinkedIn, you allow others, including LinkedIn, to identify you and to allow LI to use your information in accordance with our [User Agreement](#).

Profile Information

Once you become a User, you may provide additional information to your LinkedIn [Profile](#) describing your skills, professional experiences, educational background, recommendations from other LinkedIn Users, group memberships, and networking objectives (among other options). Providing additional information about yourself beyond what is minimally required at registration is entirely up to you, but providing additional information enables you to derive more benefit from LinkedIn and your professional network by helping you build your

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professional identity and leverage your professional network and facilitating your search for professional resources, information, and new opportunities. Any information you provide at registration or in the Profile section may be used by LinkedIn as described in the [User Agreement](#) and this Privacy Policy, including for the purpose of allowing professional opportunities to find you on LinkedIn, or for serving more relevant advertisements on LinkedIn. Learn more about LinkedIn's advertising practices by reading this privacy policy, in particular Sections 1.H, 2.J, and 2.K. If you decide not to share certain information, you may not receive the full benefit of being a LinkedIn User.

Contacts Information

In order to connect with others on LinkedIn, you may use the Services to send invitations either to their LinkedIn profiles or email addresses of people you know if they have not registered with LinkedIn. The names and email addresses of people whom you invite will be used to send your invitations and reminders as well as to allow LinkedIn to help expand your network. Please note that when you send an invitation to connect to another User, that User will have access to your email address because it is displayed in the invitation. Your LinkedIn connections will also have access to your email address. You may not invite anyone you do not know and trust to connect with you.

You may also choose to manually enter or upload data about your contacts to the "Contacts" section of your account on LinkedIn. Information entered into Contacts is only viewable by you. By providing email addresses or other information of non-Users to LinkedIn, you represent that you have authority to do so. All information that you enter or upload about your contacts is covered by the User Agreement and this Privacy Policy and will enable us to provide customized services such as suggesting people to connect with on LinkedIn.

Customer Service

We collect information when you interact with LinkedIn's [customer service website](#) in order to accurately categorize and respond to customer inquiries and investigate breaches of our terms.

Using the LinkedIn Site and Applications

We receive information when you interact with and use the LinkedIn website, LinkedIn Applications (e.g. LinkedIn for iPhone, Android, etc.), and LinkedIn platform technology (such as "Share on LinkedIn" plugins for publishers). For example, we know when you click on ads, upload your address book, join groups, participate in polls, install a LinkedIn mobile application, share articles on LinkedIn, etc.

Using Third Party Services and Visiting Third Party Sites

We receive information when you use your LinkedIn account to log in or authenticate to a third-party website or application. Also, if you are logged into LinkedIn and visit a third party site that embeds LinkedIn professional plugins, like "Share on LinkedIn" for web publishers, LinkedIn will receive information that those pages have loaded in your web browser. LinkedIn will use this information to personalize the LinkedIn-provided functionality, including providing you insights from your LinkedIn network, allowing you to share information with your network, enabling you to use LinkedIn functionality off the LinkedIn site and serving you more relevant advertising. Users wishing to disable this personalization may [opt-out](#) of this feature as of August 2011. LinkedIn's retention of this data is addressed in Section 1.K.

Cookies

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Like most websites, we use cookies and web log files to track site usage and trends, to improve the quality of our service, to customize your experience on LinkedIn, as well as to deliver LinkedIn and third-party advertising to Users both on and off the LinkedIn site. A cookie is a tiny data file that resides on your computer, mobile phone, or other device, and allows us to recognize you as a User when you return to the LinkedIn website using the same computer and web browser. You can remove or block cookies using the settings in your browser, but in some cases doing so may impact your ability to use LinkedIn. One type of cookie, known as a "persistent" cookie, is set once you've logged in to your LinkedIn account. The next time you visit the LinkedIn website, the persistent cookie will allow us to recognize you as an existing User so you will not need to log in before using the Services. In order to access or change any of your private information (like a credit card number) or to send a message to another User, however, you must log in securely again with your password even if your computer contains your persistent cookie. Another type of cookie, called a "session" cookie, is used to identify a particular visit to the LinkedIn website. Session cookies expire after a short time or when you close your web browser. Other technology like Macromedia's flash can be used to place the functional equivalent of a cookie on your computer. You can control flash "local stored objects" or "flash cookies" using the Macromedia Website Privacy Settings Panel at www.macromedia.com. LinkedIn may use cookie-equivalent technology for the limited purpose of enhancing the security of LinkedIn's services. We do not use flash cookies for advertising purposes.

In the course of serving advertisements or optimizing the Services to our Users, we may allow authorized third parties to place or recognize a unique cookie on your browser. Any information provided to third parties through cookies will not be personally identifiable but may provide general segment information (e.g., your industry or geography, career field, or information about your professional or educational background) for the enhancement of your user experience by providing more relevant advertising. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. LinkedIn does not store unencrypted personally identifiable information in the cookies.

Advertising and Web Beacons

To support the Services we provide at no cost to our Users, as well as provide a more relevant and useful experience for our Users, we target and serve our own ads and third-party ads both on and off the site using ad networks. Ad networks include third party ad servers, ad agencies, ad exchanges, ad technology vendors and research firms.

We target ads to Users based on general profile categories (e.g., "product managers in Texas") or on non-personally identifiable information inferred from a User's profile (e.g., industry, current or former company, school, compensation bracket, gender, age, ethnic origin, nationality, or other aspects of your life) in addition to a User's use of LinkedIn or their clicking on LinkedIn ad inventory. LinkedIn does not provide personally identifiable information to any third party ad network.

We use ad technology such as web beacons, pixels, anonymous ad network tags, and cookies to more effectively serve ads to our Users on and off LinkedIn through ad networks, as well as to collect anonymized, aggregated auditing, research and reporting for advertisers. Because your web browser requests advertisements and web beacons directly from ad network servers, these networks can view, edit or set their own cookies, just as if you had requested a web page from their site.

You may opt-out of ads served to you off LinkedIn [here](#), by turning off "Advertising Preferences." If you opt-out you may lose certain functionality of the LinkedIn Services, as well as the potential benefit of receiving ads that are

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targeted to your interests which, in turn, may limit your ability to fully realize the benefits of the LinkedIn Services to build and leverage your professional network.

Log files, IP Addresses and information about your computer and mobile device

Due to the communications standards on the internet, when you visit the LinkedIn website we automatically receive the URL of the site from which you came and the site to which you are going when you leave LinkedIn. Additionally, advertisers receive the URL of the page you were on when you click on an ad on LinkedIn. LinkedIn also receives the internet protocol ("IP") address of your computer (or the proxy server you use to access the World Wide Web), your computer operating system and type of web browser you are using, email patterns, your mobile device (including your UDID) and mobile operating system (if you are accessing LinkedIn using a mobile device), as well as the name of your ISP or your mobile carrier. LinkedIn may also receive location data passed to it from third-party services or GPS-enabled devices that you have enabled. Also, as described above in Sections 1.E. and 1.F., LinkedIn receives information when you access web pages containing LinkedIn interactive plugins, such as "Share on LinkedIn" or "Apply with LinkedIn" functionality. You can control the collection and use of this information [here](#). The link between your IP address and your personally identifiable information is not shared with third parties without your permission, except as described in Section 2.L ("Compliance with Legal Process"), below.

Rights to Access, Correct and Eliminate Information About You

You have a right to access, modify, correct and eliminate the data you supplied to LinkedIn. If you update any of your information, we may keep a copy of the information that you originally provided to us in our archives for uses documented in this policy. You may request deletion of your information at any time by [contacting LinkedIn customer service](#). We will respond to your request within 30 days. Please note, however that information you have shared with others, or that other Users have copied, may also remain visible even if you request its deletion.

Data Retention

LinkedIn will retain your information for so long as your account is active or as needed to provide you services, except in the case of our professional plugin impression data, which we de-identify after 12 months. If you wish to close your account, you may do so [here](#). We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce this Agreement.

Uses of personal information

Consent to LinkedIn Processing Information About You

The information you provide to LinkedIn may reveal, or allow others to identify, your nationality, ethnic origin, gender, age, and other aspects of your life. By providing information to us for the purposes of creating your User account or adding any additional details to your LinkedIn profile, you are expressly and voluntarily accepting the terms and conditions of this Privacy Policy and LinkedIn's User Agreement that allow LinkedIn to process information about you. Supplying information to LinkedIn, including any information deemed "sensitive" by applicable law, is entirely voluntary on your part. You have the right to withdraw your consent to LinkedIn's collection and processing of your information at any time, in accordance with the terms of this Privacy Policy and the User Agreement, by changing your [Settings](#), or by [closing your account](#), but please note that your withdrawal of consent will not be retroactive.

LinkedIn Communications

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As described in the User Agreement, we will communicate with you through email, notices posted on the LinkedIn website, messages to your LinkedIn inbox, or through other means available through the service, including mobile text messages. We may send you a series of emails that help inform new Users about the features of the Services, and we will also send you service messages relating to the functioning of the Services. We may also send you messages with promotional information directly or on behalf of our partners, unless you have opted out of receiving promotional information.

You can change your e-mail and contact preferences at any time by logging into your account and changing your [settings](#) related to your email notification choices. If you wish, you can also opt-out of receiving promotional emails by sending a request to LinkedIn customer service through our [customer service site](#).

Please be aware that you cannot opt-out of receiving service messages from LinkedIn. Also, if we send communications to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with your receipt of messages on your mobile device (including text messaging charges).

User Communications

Many communications you initiate through LinkedIn (e.g., an invitation sent to a non-User) will list your primary email address and name in the header of the message. Messages you initiate may also provide aggregate information about your network (for instance how many people are in your network), but will not list the people to whom you're directly connected. Other communications that you initiate through the LinkedIn website, like a request for an introduction, will list your name as the initiator but will not include your personal email address contact information. Your contact information will only be shared with another User if both of you have indicated that you would like to establish contact with each other.

Customized Content

We use information you provide to us (or to third parties with whom LinkedIn offers combined services) to customize your experience on our website. For example, when you login to your account, we will display the names of new Users who have recently joined your network or recent status updates from your connections.

Sharing Information with Third Parties

LinkedIn takes the privacy of our Users very seriously, and we do not sell, rent, or otherwise provide your personally identifiable information to third parties, except as described in this policy. We will also not share other personal information not published to your profile or generated through engagement with other LinkedIn services (Groups, Answers, Company Pages, etc.) without your explicit consent or to carry out your instructions (for example, to process payment information) unless, disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of LinkedIn, our Users or the public.

LinkedIn offers a "public profile" feature that allows Users to publish portions of their LinkedIn profile to the public internet. This public profile will be crawled by and displayed through search engines when someone searches for your name. You may opt-out of this feature by editing your account [settings](#); however, LinkedIn does not warrant how often third-party search engines will update their caches, which may contain old public profile information.

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Content distributed through LinkedIn's sharing features and third party integrations may result in displaying some of your information outside of LinkedIn. For example, when you post content to a LinkedIn Group that is open for public discussion, your content, including your name as the contributor, may be displayed in search engine results. Or, if you have bound your LinkedIn account to your Twitter account, you can easily share content into both LinkedIn as well as to Twitter.

We may provide aggregated anonymous data about the usage of the Services to third parties for purposes that we deem, in our sole discretion, to be appropriate, including to prospective advertisers on LinkedIn.

Developers using LinkedIn Platform Services

We collaborate with and allow third parties to use LinkedIn's developer platform to offer services and functionality in conjunction with and outside of LinkedIn. These third parties are either partners ("LinkedIn Partners") with whom we have negotiated an agreement to provide services ("Combined Services"), for example, InApps, or developers ("Platform Developers") who have agreed to our developer terms in order to build applications ("Platform Applications"). Both the negotiated agreements and our API terms and conditions contain restrictions on access, storage and use of your information.

If you choose to use Combined Services or a Platform Application, you may be asked to confirm acceptance of the privacy policy and/or user agreement of the LinkedIn Partner or Platform Developer, which have not necessarily been reviewed or approved by LinkedIn. It is your choice whether or not to make use of Combined Services or Platform Applications and whether to proceed under any third party terms, and once you do, the third party's terms, and not this policy, will govern how they handle information you provide to them directly or through your LinkedIn account.

Also, despite our agreements and technical steps taken to restrict access to and avoid possible misuse of information, we may not screen or audit all Combined Services or Platform Applications. We also cannot guarantee that any LinkedIn Partner or Platform Developer will abide by our agreement. You agree that your use of Combined Services or Platform Applications is on an "as is" basis and without any warranty.

If you use any Combined Service or Platform Application, the LinkedIn Partner or Platform Developer may access and share certain information about you, such as non-public profile information and information visible only to your connections. This includes information about your connections by virtue of you being connected to others. However, unless you have used a Combined Service or Platform Application, it can only access the information about you that is otherwise visible to other LinkedIn Users.

To revoke permission granted to a Combined Service or Platform Application at any time, please visit the [settings](#) page. If the relevant Platform Developer or Application, or LinkedIn Partner is not listed under Authorized Applications, go directly to the Application Details page for the Platform Application you wish to uninstall. Note, however, that even if you revoke the permission granted a third party, your connections, other members of your network, or other Users of LinkedIn may still be using the Platform Application, so the Platform Application or Combined Service may still have access to certain information about you, just as those Users do. You may opt-out of providing information to third parties through others connected to you by accessing the "[Turn on/off data sharing with third-party applications](#)" control in the "Groups, Companies, and Applications" tab under [settings](#). To report any suspected misuse of information, contact LinkedIn's customer service. LinkedIn is not responsible for your use of or inability to use any Combined Service or Platform Application, including the content, accuracy, or reliability of applications and the privacy practices or other policies of LinkedIn Partners or Platform Developers.

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Polls and Surveys

Polls and Surveys may be conducted by LinkedIn, LinkedIn Users or third parties. As a User, you may be invited to participate in polls and surveys from the LinkedIn website. Your selection may be random, or it may be based on your non-personally identifiable information, such as job title, geography, company size and/or industry. Whether or not you decide to participate in a poll or survey is completely up to you.

After you complete a poll, you will be given access to the aggregate responses of the poll on a results page. Some third parties may target advertisements to you on the results page based on your answers in the poll. Further, LinkedIn or third parties may follow up with you via InMail regarding your participation unless you have opted out of receiving InMail messages.

We may use third parties to deliver incentives to you to participate in surveys or polls. If the delivery of incentives requires your contact information, you may be asked to provide personally identifiable information to the third party fulfilling the incentive offer, which will only be used for the purpose of delivering incentives and/or verifying your contact information. It is up to you whether you provide this information, or whether you desire to take advantage of an incentive.

We will not disclose any personally identifiable information to any third parties in connection with the conduct of any polls or surveys. Your consent to use any personally identifiable information for the purposes set forth in the poll or survey will be explicitly requested by the party conducting it. LinkedIn is a member of the Council of American Survey Research Organizations ("CASRO") and abides by CASRO guidelines for market research. You may opt-out of participating in Surveys by changing your [settings](#) to stop receiving these inquiries and requests.

Search

We offer search services to help find information and learn more about other Users (for example, you can search for Users with particular expertise or consulting experience, or that you may know from your industry or profession), as well as employment opportunities. LinkedIn search also allows Users to find jobs, companies, and contributions to the community aspects of the LinkedIn Services, such as Groups and Answers that will help Users more effectively use LinkedIn and expand their network. We use information from User profiles and contributions to Groups, Company Pages, and Answers to inform and refine our search service.

Answers, Groups, and other Services

If you post on the Answers section of LinkedIn, participate in LinkedIn Groups, or import a blog, you should be aware that any personally identifiable information you choose to provide there can be read, collected, or used by other Users of these forums, as well as Platform Developers and other third parties, and could be used to send you unsolicited messages. LinkedIn is not responsible for the information you choose to submit in these forums. Also, some content in LinkedIn Groups may be public and searchable on the internet if the Group owner has opened the group for public discussions. You can delete your posts to Answers and LinkedIn Groups at any time. However, please note that ideas you post and information you share may be seen and used by other Users, and LinkedIn cannot guarantee that other Users have not made copies of or use the ideas and information that you share with others on LinkedIn.

Testimonials and Advertisements Placed through LinkedIn Ads Service

If you provide any testimonials about the LinkedIn Services or place advertisements through the LinkedIn Ads, we may post those testimonials and examples of advertisements you place in connection with our promotion of these

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services to third parties. Testimonials and advertisements may include your name and other personal information that you have provided. For more information about LinkedIn Ads please see the [LinkedIn Ads Terms of Use](#).

Advertising and Endorsements on LinkedIn

In order to deliver relevant and valuable ads to you and your network, LinkedIn may use your name and profile photo in connection with social advertising based on content shared on LinkedIn. This advertising may include the fact that you have recommended or endorsed a product or service on LinkedIn, followed a company, joined Groups or conversations, established or added content to your profile, etc., and will only be displayed to your LinkedIn network. You can opt-out of allowing your name and/or profile photo to be used in social ads [here](#).

Compliance with Legal Process

It is possible that we may need to disclose personal information, profile information and/or information about your activities as a LinkedIn User when required by subpoena or other legal process, or if LinkedIn has a good faith belief that disclosure is necessary to (a) investigate, prevent or take action regarding suspected or actual illegal activities or to assist government enforcement agencies; (b) to enforce the User Agreement, to investigate and defend ourselves against any third party claims or allegations, or to protect the security or integrity of our site; and/or (c) to exercise or protect the rights, property or personal safety of LinkedIn, our Users, employees, or others.

Disclosures to Others as the Result of a Change in Control or Sale of LinkedIn Corporation

We may also disclose your personal information and other information you provide to another third party as part of a sale of the assets of LinkedIn Corporation, a subsidiary or division, or as the result of a change in control of the company. Any third party to which LinkedIn transfers or sells LinkedIn's assets will have the right to continue to use the personal and other information that you provide to us.

Your Information Choices

Accessing and Changing Your Account Information

You can review the personal information you provided to us and make any desired changes to the information you publish, or to the settings for your LinkedIn account including your email and contact preferences, at any time by logging in to [your account](#) on the LinkedIn website. Please be aware that even after your request for a change is processed, LinkedIn may, for a time, retain residual information about you in its backup and/or archival copies of its database.

Default Settings

Because the mission of LinkedIn is to connect the world's professionals to enable them to become more productive and successful, we have established what we believe to be reasonable default settings that we have found most professionals desire. Because Users may use and interact with LinkedIn in a variety of ways, and because those uses may change over time, we designed our settings to provide our users granular control over the information they share. We encourage our Users to review their account settings and adjust them in accordance with their preferences.

LinkedIn accounts are also defaulted to allow Users to be contacted to participate in polls, surveys and partner advertising. [Click here](#) to change these settings.

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Closing Your Account

You can close your account through the LinkedIn customer service site. If you close your LinkedIn account, we will remove your name and other personally identifiable information from our publicly viewable database. If you close your account, we have no obligation to retain your information, and may delete any or all of your account information without liability. However, we may retain certain data contributed by you if LinkedIn believes it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally identifiable data, account recovery, or if required by law. LinkedIn may also retain and use your information if necessary to provide the Services to other Users. For example, just as an email you may send to another person through an email service provider resides in that person's inbox even after you delete it from your sent files or close your account, emails or InMails you send on LinkedIn to other Users, as well as your contributions to LinkedIn Answers or Groups, may remain visible to others after you have closed your account. Similarly, other information you have shared with others, or that other Users have copied, may also remain visible. LinkedIn disclaims any liability in relation to the deletion or retention (subject to the terms herein) of information or any obligation not to delete the information. LinkedIn does not control when search engines update their cache, which may contain certain public profile information that has since been removed from LinkedIn's publicly viewable database.

Memorializing Accounts

If we learn that a User is deceased, we may memorialize the User's account. In these cases we may restrict profile access, remove messaging functionality, and close an account if we receive a formal request from the User's next of kin or other proper legal request to do so.

Your Obligations

As a User, you have certain obligations to other Users. Some of these obligations are imposed by applicable law and regulations, and others have become commonplace in user-friendly communities of like-minded members such as LinkedIn:

You must, at all times, abide by the terms and conditions of the then-current Privacy Policy and User Agreement. This includes respecting all intellectual property rights that may belong to third parties (such as trademarks or photographs).

You must not download or otherwise disseminate any information that may be deemed to be injurious, violent, offensive, racist or xenophobic, or which may otherwise violate the purpose and spirit of LinkedIn and its community of Users.

You must not provide to LinkedIn and/or other Users information that you believe might be injurious or detrimental to your person or to your professional or social status.

You must keep your username and password confidential and not share it with others.

Any violation of these guidelines may lead to the restriction, suspension or termination of your account at the sole discretion of LinkedIn.

Important information

Children and Minors

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Children under the age of 18 are not eligible to use our service.

TRUSTe and Safe Harbor

LinkedIn has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and its practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions.

LinkedIn Corp participates in the EU Safe Harbor Privacy Framework as administered by the United States Department of Commerce as a data controller, and has self-certified our privacy practices as consistent with U.S.-E.U. Safe Harbor principles: Notice, Choice, Onward Transfer, Access and Accuracy, Security, Data Integrity and Enforcement. As part of our participation in the Safe Harbor Privacy Framework, LinkedIn has agreed to TRUSTe dispute resolution for disputes relating to our compliance with it.

Please note that by becoming a User, you have given us your express and informed consent to transfer the data that you provide to us to the United States and to process it in the United States.

If Users have questions or concerns regarding this Privacy Policy, including the Safe Harbor Privacy Framework, you should first contact LinkedIn [here](#). If you do not receive acknowledgment of your inquiry or it is not satisfactorily addressed, you may raise your complaint with TRUSTe on their website accessible [here](#), by fax at +1-415-520-3420, or mail at WatchDog Complaints, TRUSTe, 55 2nd Street, 2nd Floor San Francisco, CA, USA 94105. TRUSTe will serve as a liaison with LinkedIn to resolve Users' concerns. If you are faxing or mailing TRUSTe to lodge a complaint, you must include the following information: the name of the company, the alleged privacy violation, your contact information, and whether you would like the particulars of your complaint shared with the company. The TRUSTe complaint resolution process shall be conducted in English, regardless of your country of residence.

Please understand that the TRUSTe program only covers information collected through the website www.linkedin.com, and does not cover information that may be collected through software downloaded from our website like the LinkedIn Toolbar or the Firefox or Outlook Plugins.

Changes to this Privacy Policy

We may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way we treat your personally identifiable information, or in the Privacy Policy document itself, we will display a notice on the LinkedIn website or send you an email, so that you may review the changed terms prior to continuing to use the site. As always, if you object to any of the changes to our terms, and you no longer wish to use LinkedIn, you may [close your account](#). Unless stated otherwise, our current Privacy Policy applies to all information that LinkedIn has about you and your account.

Using the LinkedIn Services after a notice of changes has been sent to you or published on our site shall constitute consent to the changed terms or practices.

Security

In order to help secure your personal information, access to your data on LinkedIn is password-protected, and sensitive data (such as credit card information) is protected by SSL encryption when it is exchanged between your web browser and the LinkedIn website. To protect any data you store on our servers, LinkedIn also regularly audits

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its system for possible vulnerabilities and attacks, and we use a tier-one secured-access data center. However, since the internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit to LinkedIn. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that emails, instant messaging, and similar means of communication with other Users of LinkedIn are not encrypted, and we strongly advise you not to communicate any confidential information through these means.

How to contact us

If you have questions or comments about this Privacy Policy, please contact us [here](#) or contact us at:

LinkedIn Corporation

Attn: Legal Department, Privacy Policy Issues

2029 Stierlin Court

Mountain View, CA 94043

USA

MySpace

Terms of Use Agreement

http://www.myspace.com/Help/Terms?pm_cmp=ed_footer

May 9, 2012

Myspace LLC ("Myspace" or "we") operates Myspace.com, which is a social networking platform that allows Members to create unique personal profiles online in order to find and communicate with old and new friends. The services offered by Myspace include any Myspace-branded URL (the "Myspace Website"), Myspace messaging services (including, without limitation, instant messaging, private messaging, and email services), Myspace music and video services, Myspace developer services, Myspace mobile services, and any other features, content, or applications offered from time to time by Myspace in connection with Myspace's business (collectively, the "Myspace Services"). The Myspace Services are hosted in the United States.

This Terms of Use Agreement, as may be modified from time to time, ("Agreement") constitutes legally binding terms and applies to your use of the Myspace Services. By accessing and/or using the Myspace Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Myspace Services, including, without limitation, through a mobile or other wireless device, or otherwise use the Myspace Services without being registered) or you are a "Member" (which means that you have registered with Myspace). The term "User" refers to a Visitor or a Member. You are authorized to use the Myspace Services (regardless of whether your access or use is intended) only if you agree to abide by all applicable laws, rules and regulations ("Applicable Law") and the terms of this Agreement. In addition, in consideration for becoming a Member and/or making use of the Myspace Services, you must indicate your acceptance of this Agreement during the registration process.

Myspace reserves the right to modify this Agreement at any time and from time to time, and each such modification shall be effective upon posting on the Myspace Services. All material modifications will apply prospectively only. Your continued use of the Myspace Services following any such modification constitutes your agreement to be bound by and your acceptance of the Agreement as so modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by all Applicable Law, you must discontinue use of the Myspace Services immediately. You may receive a copy of this Agreement by contacting us at our [Help site](#).

1. Eligibility

Use of the Myspace Services and registration to be a Member for the Myspace Services ("Membership") is void where prohibited. By using the Myspace Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the Myspace Services does not

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violate any Applicable Law. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 13 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

2. Term

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the Myspace Services or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page. Myspace may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, Myspace reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including, without limitation, private messages, emails and instant messages (collectively, "messages")) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Myspace Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. In addition, Myspace reserves the right, in its sole discretion, to reassign or rename your profile URL. Myspace expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Myspace Services if Myspace determines, in its sole discretion, that you have violated this Agreement or pose a threat to Myspace, its employees, business partners, Users and/or the public. Even after Membership is terminated, this Agreement will remain in effect, including, without limitation, Sections 5-18.

3. Fees

You acknowledge that Myspace reserves the right to charge for any portion of the Myspace Services and to change its fees (if any) from time to time in its discretion. If Myspace terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of fees or payments (if any).

4. Password

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, email address or password of another Member at any time or to disclose your password to any third party. You agree to notify Myspace immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

5. Use by Members

The Myspace Services are for the personal use of Members and may only be used for direct commercial purposes if they are specifically endorsed or authorized by Myspace. Myspace reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the Myspace Services, including, without limitation, collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Myspace Services, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. Myspace reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Myspace Services.

6. Proprietary Rights in Content on Myspace

Myspace does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you transmit, submit, display or publish ("post") on, through or in connection with the Myspace Services. After posting your Content on, through or in connection with the Myspace Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By posting any Content on, through or in connection with the Myspace Services, you hereby grant to Myspace a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with the Myspace Services, including, without limitation, through the Myspace Services to applications, widgets, websites or mobile, desktop or other services which are linked with your Myspace account (collectively, "Linked Services"), including, without limitation, distributing part or all of the Myspace Services and any Content included therein, in any media formats and through any media channels, except that Content marked "private" will not be distributed by Myspace outside the Myspace Services and Linked Services. This limited license

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does not grant Myspace the right to sell or otherwise distribute your Content outside of the Myspace Services or Linked Services. After you remove your Content from the Myspace Services we will cease distribution as soon as practicable, and at such time when distribution ceases, the license will terminate. If after we have distributed your Content outside of the Myspace Services, you change the Content's privacy setting to "private," we will cease distribution of such "private" Content outside of the Myspace Services as soon as practicable after you make the change. Notwithstanding the foregoing, you understand and agree that once Content is distributed to a Linked Service or incorporated into other aspects of the Myspace Services, Myspace is under no obligation to delete or ask other Users or a Linked Service to delete that Content, and therefore it may continue to appear and be used indefinitely.

The license you grant to Myspace is non-exclusive (meaning you are free to license your Content to anyone else in addition to Myspace), fully-paid and royalty-free (meaning that Myspace is not required to pay you or anyone else deriving rights from you for the use on the Myspace Services of the Content that you post), sublicensable (so that Myspace is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Myspace Services), and worldwide (because the Internet and the Myspace Services are global in reach).

You represent and warrant that: (i) you own the Content posted by you on, through or in connection with the Myspace Services, or otherwise have the right to grant the license set forth in this Section 6, and (ii) the posting of your Content on, through or in connection with the Myspace Services and/or Linked Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any Content posted by you on or through the Myspace Services and/or Linked Services.

The Myspace Services contain Content of Myspace ("Myspace Content"). Myspace Content is protected by copyright, trademark, patent, trade secret and other laws, and Myspace owns and retains all rights in the Myspace Content and the Myspace Services. Myspace hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Myspace Content (excluding any software code) solely for your personal use in connection with viewing the Myspace Website and using the Myspace Services.

The Myspace Services contain Content of Users ("User Content"). Except as otherwise provided within this Agreement, you may not copy, download, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any User Content appearing on or through the Myspace Services.

The Myspace Services contain Content of third party licensors that are not Users (such licensors, "Third Party Licensors" and such content "Third Party Content"). Third Party Content is protected by copyright, trademark, patent, trade secret and other laws, and each Third Party Licensor retains all rights in its Third Party Content. You are hereby granted a limited, revocable, non-sublicensable license to view, or listen to, as applicable, the Third Party Content solely for your personal, non-commercial use in connection with viewing and using the Myspace Services. Except for the foregoing limited license, and except as otherwise expressly provided in writing by Myspace, you are granted no right, title or interest in any Third Party Content. You are only granted a limited license and there is not a sale with respect to Third Party Content. Except as otherwise provided within this Agreement or directly authorized by Myspace and/or a Third Party Licensor on the Myspace Services (e.g., as part of a promotion that encourages you to download specific Third Party Content for your use in connection with such promotion), you may not copy, download, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Third Party Content.

Myspace performs technical functions necessary to offer the Myspace Services, including, but not limited to, the technical processing and transmission of email communications to perform the email service, and transcoding and/or reformatting Content to allow its use throughout the Myspace Services. In addition, you agree and acknowledge that Myspace may send messages including, but not limited to, notifications, special offers, promotions, commercial advertisements, and marketing materials, in connection with the Myspace Services. You can control what type of communications you receive from the Myspace Services by logging into your account and choosing the appropriate notifications settings or by following the unsubscribe instructions contained at the bottom of commercial emails.

Myspace reserves the right to limit the storage capacity of Content that you post on, through or in connection with the MySpace Services.

7. Content Posted

Please choose carefully the information that you post on, through or in connection with the Myspace Services and that you provide to other Users. Your Myspace profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this

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prohibition, information, materials, products or services provided by other Myspace Members (for instance, in their profiles) or Linked Services may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and Myspace assumes no responsibility or liability for this material. If you become aware of misuse of the Myspace Services by any person or Linked Service, please click on the "Contact Myspace" or the "Report Abuse" link at the bottom of the Myspace Website pages.

Myspace may reject, refuse to post or delete any Content for any or no reason, including, but not limited to, Content that in the sole judgment of Myspace violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Myspace assumes no responsibility for monitoring the Myspace Services for inappropriate Content or conduct. If at any time Myspace chooses, in its sole discretion, to monitor the Myspace Services, Myspace nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

You are solely responsible for the Content that you post on, through or in connection with any of the Myspace Services, and any material or information that you transmit to other Members and for your interactions with other Users.

8.1 Content/Activity Prohibited

The following are examples of the kind of Content that is illegal or prohibited to post on, through or in connection with the Myspace Services. Myspace reserves the right to investigate and take appropriate legal action against anyone who, in Myspace's sole discretion, violates this provision, including, without limitation, removing the offending Content from the Myspace Services, terminating the Membership of such violators and/or reporting such Content or activities to law enforcement authorities. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Myspace:

- 8.1.1. is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
- 8.1.2. harasses or advocates harassment of another person;
- 8.1.3. exploits people in a sexual or violent manner;
- 8.1.4. contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
- 8.1.5. solicits or is designed to solicit personal information from anyone under 18;
- 8.1.6. publicly posts information that poses or creates a privacy or security risk to any person;
- 8.1.7. constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- 8.1.8. constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- 8.1.9. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- 8.1.10. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- 8.1.11. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- 8.1.12. solicits or is designed to solicit passwords or personal identifying information for commercial or unlawful purposes from other Users;
- 8.1.13. involves commercial activities and/or sales without prior written consent from Myspace such as contests, sweepstakes, barter, advertising, or pyramid schemes;

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8.1.14. includes a photograph or video of another person that you have posted without that person's consent;

8.1.15. for band, comedy, filmmaker and other profiles, uses sexually suggestive imagery or any unfair, misleading or deceptive Content intended to draw traffic to the profile; or

8.1.16. violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.

8.2 Content/Activity Prohibited

The following are examples of the kind of activity that is illegal or prohibited on the Myspace Website and through your use of the Myspace Services. Myspace reserves the right to investigate and take appropriate legal action against anyone who, in Myspace's sole discretion, violates this provision, including, without limitation, terminating your Membership and/or reporting such activity or Content to law enforcement authorities. Prohibited activity includes, but is not limited to:

8.2.1. criminal or tortious activity, including, but not limited to, child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, defamation, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;

8.2.2. advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the Myspace Services. You may not transmit any chain letters or junk email to other Members. In order to protect our Members from such advertising or solicitation, Myspace reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which Myspace deems appropriate in its sole discretion. If you breach this Agreement and send or cause to send (directly or indirectly) unsolicited bulk messages, status or mood updates, bulletins or other unauthorized commercial communications of any kind through the Myspace Services, you acknowledge that you will have caused substantial harm to Myspace, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Myspace \$50 for each actual or intended recipient of such unsolicited message, status or mood update, bulletin or other unauthorized commercial communication you send through the MySpace Services;

8.2.3. circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Myspace Services;

8.2.4. activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

8.2.5. modifying, copying, distributing, downloading, scraping or transmitting in any form or by any means, in whole or in part, any Content from the Myspace Services other than your Content which you legally post on, through or in connection with the Myspace Services;

8.2.6. providing or using "tracking" or monitoring functionality in connection with the Myspace Services, including, without limitation, to identify other Users' views, actions or other activities on the Myspace Services;

8.2.7. covering or obscuring the banner advertisements and/or safety features (e.g., report abuse button) on your personal profile page, or any Myspace page via HTML/CSS or any other means;

8.2.8. any automated use of the system, such as, but not limited to, using scripts to add friends or send comments, messages, status or mood updates, blogs or bulletins;

8.2.9. interfering with, disrupting, or creating an undue burden on the Myspace Services or the networks or services connected to the Myspace Services;

8.2.10. impersonating or attempting to impersonate Myspace or a Myspace employee, administrator or moderator, another Member, or person or entity (including, without limitation, the use of email addresses associated with or of any of the foregoing);

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8.2.11. for band, comedy, filmmaker and other profiles containing a Myspace player, copying the code for your Myspace Player and embedding it (or directing others to embed it) anywhere other than in your band profile on Myspace;

8.2.12. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;

8.2.13. selling or otherwise transferring your profile, your email address or URL;

8.2.14. using or distributing any information obtained from the Myspace Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;

8.2.15. displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Myspace Services on behalf of that person, such as placing commercial content on your profile, links to e-commerce sites not authorized by Myspace, posting status or mood updates, blogs or bulletins with a commercial purpose, selecting a profile with a commercial purpose as one of your top friends, or sending messages with a commercial purpose;

8.2.16. relaying email from a third party's mail servers without the permission of that third party;

8.2.17. using invalid or forged headers to disguise the origin of any Content transmitted to or through Myspace's computer systems, or otherwise misrepresenting yourself or the source of any message or Content;

8.2.18. using any automated system, including, but not limited to, scripts or bots in order to harvest email addresses or other data from the Myspace Website for the purposes of sending unsolicited or unauthorized material;

8.2.19. engaging in, either directly or indirectly, or encouraging others to engage in, click-throughs generated through any manner that could be reasonably interpreted as coercive, incentivized, misleading, malicious, or otherwise fraudulent; or

8.2.20. using the Myspace Services in a manner inconsistent with any and all Applicable Law.

9. Protecting Copyrights and Other Intellectual Property

Myspace respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is Myspace's policy to terminate, in appropriate circumstances, the membership of repeat infringers.

If you believe your work has been copied and posted on or through the Myspace Services in a way that constitutes copyright infringement, please send Myspace's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Myspace Services (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. Myspace's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Myspace LLC 8391 Beverly Blvd., #349, Los Angeles, CA 90048; Facsimile: (310) 734-1748; Phone: (424) 202-6148; Attn: Copyright Agent. Myspace's Copyright Agent for notification of claimed infringement can also be reached electronically at copyrightagent@support.myspace.com. Myspace provides certain tools and technologies to help facilitate copyright owners' control over their copyrighted works. In order to inquire about the availability of these tools and technologies, please contact Myspace's Copyright Agent at the email address listed.

10. Third Party Linked Services

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Linked Services created by third party developers may be available on, through or in connection with the Myspace Services. Linked Services include applications, websites, desktop, wireless, mobile and other services available from third parties which can be installed onto your Myspace profile or shared with other Users on the Myspace Services or which may link to your Myspace account from outside of the Myspace Services. Linked Services may use your Myspace profile information, friends and/or other profile content on the Linked Service and share activity events between Myspace and the Linked Service (depending on the features the Linked Service chooses to make available).

When you engage with a third party Linked Service, you are interacting with the third party, not with Myspace. Myspace does not control the third party, and cannot dictate their actions. If you choose to use a third party Linked Service, the Linked Service may use and share your data in accordance with the privacy policy of and your privacy settings on such service. In addition, the third party providing the Linked Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Myspace is not responsible for and makes no warranties, express or implied, as to the third party Linked Services or the providers of such Linked Services (including, but not limited to, the privacy practices thereof). Myspace encourages you not to provide any personally identifiable information to any third party Linked Service unless you know and are comfortable with the party with whom you are interacting.

11. Member Disputes

You are solely responsible for your interactions with other Myspace Users, third party developers or any other parties with whom you interact through the Myspace Services and/or Linked Services. Myspace reserves the right, but has no obligation, to become involved in any way with these disputes.

12. Privacy

Use of the Myspace Services is also governed by our [Privacy Policy](#), which is incorporated into this Agreement by this reference.

13. Disclaimers

Myspace is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted through or in connection with the Myspace Services or Linked Services, by Users of the Myspace Services or Linked Services, and such User Content does not necessarily reflect the opinions or policies of Myspace. In addition, Myspace is not responsible for any damage, injury or loss caused by Users of the Myspace Services or by any of the equipment or programming associated with or utilized in the Myspace Services or Linked Services. Profiles and Linked Services created and posted by Members on, though or in connection with the Myspace Services may contain links to other websites or services. Myspace is not responsible for the Content, accuracy or opinions expressed on such websites and services, and such websites and services are not necessarily investigated, monitored or checked for accuracy or completeness by Myspace. Inclusion of any linked website or service on the Myspace Services does not imply approval or endorsement of the linked website or service by Myspace. When you access these third party sites and services, you do so at your own risk. Myspace takes no responsibility for third party advertisements or Linked Services that are posted on, through or in connection with the Myspace Services or Linked Services, nor does it take any responsibility for the goods or services provided by these third parties. Myspace is not responsible for the conduct, whether online or offline, of any User of the Myspace Services or Linked Services. Myspace assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. Myspace is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Myspace Services or Linked Services or combination thereof, including, without limitation, any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Myspace Services or Linked Services. Under no circumstances shall Myspace be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from use of the Myspace Services or Linked Services, attendance at a Myspace event, from any User Content posted on or through the Myspace Services or Linked Services, or from the conduct of any Users of the Myspace Services, whether online or offline. The Myspace Services and Linked Services are provided "AS-IS" and as available and Myspace expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Myspace cannot guarantee and does not promise any specific results from use of the Myspace Services or Linked Services.

14. Limitation on Liability

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IN NO EVENT SHALL MYSPACE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE MYSPACE SERVICES OR LINKED SERVICES, EVEN IF MYSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MYSPACE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MYSPACE FOR THE MYSPACE SERVICES DURING THE TERM OF MEMBERSHIP.

15. U.S. Export Controls

Software available in connection with the Myspace Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Myspace Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

16. Disputes

The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions. You and Myspace agree to submit to the exclusive jurisdiction of the courts located within the State of New York to resolve any dispute arising out of the Agreement or the Myspace Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

17. Indemnity

You agree to indemnify and hold Myspace, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of your use of the Myspace Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or any Content that you post on, through or in connection with the Myspace Services.

18. Other

This Agreement is accepted upon your use of the Myspace Website or any of the Myspace Services and is further affirmed by you becoming a Member. Your agreement with Myspace will always include this Agreement at a minimum. Your access and use of certain MySpace Services will require you to accept additional terms and conditions applicable to such certain Myspace Services, in addition to this Agreement, and may require you to download Software or Content. The failure of Myspace to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Myspace is a trademark of Myspace LLC. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

To contact us regarding any questions about this Agreement, please use the Contact Myspace form on our [Help site](#).

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Below are additional terms applicable to your use of and access to certain Myspace Services:

[Myspace Apps Developer Addendum to the MySpace.com Terms of Use](#)

[MyspaceID Developer Addendum to the MySpace.com Terms of Use](#)

Privacy Policy

http://www.myspace.com/Help/Privacy?pm_cmp=ed_footer

Last Revised December 7th, 2010:

Myspace LLC (“Myspace” or “we”) operates Myspace.com. This Privacy Policy describes Myspace’s use and sharing of personally identifiable information (“PII”-- your full name, email address, mailing address, telephone number, or credit card number) that [Members](#) voluntarily provide to Myspace when they register (also known as “Registration PII”). The Term “User” refers to a [Visitor](#) or a Member. This Privacy Policy applies to the services offered by Myspace, including any Myspace-branded URL (the “Myspace Website”), the Myspace instant messaging service, the Myspace application developer service and other features (for example, music and video embedded players), Myspace mobile services, and any other features, content, or applications offered from time to time by Myspace in connection with the Myspace Website (collectively, the “Myspace Services”). The Myspace Services are hosted in the United States.

The Myspace Website is a general audience site and does not knowingly collect PII from children under 13 years of age.

From time to time Myspace may modify this Privacy Policy to reflect industry initiatives or changes in the law, our PII collection and use practices, the features of the Myspace Services, or technology, and such modifications shall be effective upon posting by Myspace on the Myspace Website. Your continued use of the Myspace Services after Myspace posts a revised Privacy Policy signifies your acceptance of the revised Privacy Policy. It is therefore important that you review this Privacy Policy regularly to ensure you are updated as to any changes. If Myspace materially changes its practices regarding collection or use of your PII, your PII will continue to be governed by the Policy under which it was collected unless you have been provided notice of, and have not objected to, the change.

COLLECTION AND SUBMISSION OF PII AND NON-PII ON MYSPACE

General. When Myspace collects PII from you it is because you are voluntarily submitting Registration PII to us in order to register as a Member of Myspace. Myspace may also collect PII from you if you choose to participate in Myspace Services activities like sweepstakes, contests, and surveys, because you want us to furnish you with products, services, newsletters, or information, or in connection with content or suggestions you submit to Myspace for review.

In addition, Myspace collects other non-PII including IP address, aggregate user data, and browser type. This data is used to manage and improve the Myspace Services, track usage, and for security purposes.

Myspace Members may also choose to provide or store non-PII information in their profiles, including but not limited to date of birth, interests, hobbies, lifestyle choices, groups with whom they are affiliated (schools, companies), videos and/or pictures, private messages,

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bulletins or personal statements (collectively "Profile Information"). The Profile Information in a Member's profile is provided at his or her sole discretion.

Myspace Members can change their Registration PII and Profile Information at any time and can control how Visitors, other Members and Myspace communicate with them by controlling their account settings, available within the "Edit Profile" portion of their Myspace profile. Link to [Privacy Settings](#).

Cookies. Cookies are small bits of information that Myspace places on your computer. Myspace uses cookies to identify your Internet browser, store Users' preferences, and determine whether you have installed the enabling software needed to access certain material on the Myspace Services. Data in cookies may be read to authenticate user sessions or provide services.

Third party advertisements displayed on Myspace Services may also contain cookies set by Internet advertising companies or advertisers (known as "third party cookies"). Myspace does not control these third party cookies and Users of the Myspace Services should check the privacy policy of the Internet advertising company or advertiser to see whether and how it uses cookies. See the "Notice" section below for more information on customized advertising on Myspace. A pixel tag is a tiny image inserted in a webpage and used to record the number and types of views for that page. Myspace may allow third party pixel tags to be present on Myspace Services for purposes of advertising, providing services or data and statistics collection.

You can program your computer to warn you each time a cookie is being sent, block third party cookies or block all cookies. However, by blocking all cookies you may not have access to certain features on the Myspace Services.

NOTICE: MYSPACE WILL PROVIDE YOU WITH NOTICE ABOUT ITS PII COLLECTION PRACTICES

When you voluntarily provide PII to Myspace, we will make sure you are informed about who is collecting the information, how and why the information is being collected and the types of uses Myspace will make of the information to the extent it is being used in a manner that differs from what is allowed pursuant to this Privacy Policy.

At the time you provide your PII, Myspace will notify you of your options regarding our use of your PII (See "Choice" below). Except as described in this Privacy Policy, Myspace will not share your PII with third parties unless you have given Myspace permission to do so (See "Use" below).

Myspace Services may be linked to Internet sites operated by other companies. Myspace Services may also carry advertisements from other companies. Myspace is not responsible for the privacy practices of websites or other services operated by third parties that are linked to or integrated with the Myspace Services or for the privacy practices of third party Internet advertising companies. Once you leave Myspace Services via such a link, access a third party application (such as widgets) or click on an advertisement, you should check the applicable privacy policy of the third party or advertiser site to determine, among other things, how they will handle any PII they collect from you.

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Myspace Services may also be linked to sites operated by companies affiliated with Myspace (i.e., that are part of the News America Group: "Affiliated Companies"). Although all Affiliated Companies adhere to the News America corporate [Privacy Principles](#), Users who visit those Affiliated Company sites should still refer to their separate privacy policies and practices, which may differ in some respects from this Privacy Policy.

Myspace may use cookies and similar tools to customize the content and advertising you receive based on the Profile Information you have provided. Profile Information you provide in structured profile fields or questions (multiple choice questions like "Marital Status," "Education" and "Children") ("Structured Profile Information"), information you add to open-ended profile fields and questions (essay questions like "About Me," "Interests" and "Movies") ("Non-Structured Profile Information") and other non-PII about you may also be used to customize the online ads you encounter to those we believe are aligned with your interests. For example, based on your music interests we might display an advertisement to make sure you are advised when your favorite band is coming to town. The information used for this feature does not provide your PII or identify you as an individual to third parties. If you would like to disable advertising customization for Non-Structured Profile Information, please log in and [click here](#).

Some of the advertisements that appear on Myspace Services may also be delivered to you by third party Internet advertising companies. These companies utilize certain technologies to deliver advertisements and marketing messages and to collect non-PII about your visit to or use of Myspace Services, including information about the ads they display, via a cookie placed on your computer that reads your IP address. To opt out of information collection by these companies, or to obtain information about the technologies they use or their own privacy policies, please [click here](#).

Third party applications (such as widgets) created by third party developers may also be available on the Myspace Services. Third party applications are small bits of software, often with interactivity, that can be installed into Members' profiles or shared with other Users. However, Myspace does not control the third party developers, and cannot dictate their actions. When a Member engages with a third party application, that Member is interacting with the third party developer, not with Myspace. Myspace encourages Members not to provide PII to the third party's application unless the Member knows the party with whom it is interacting.

CHOICE: MYSPACE WILL PROVIDE YOU WITH CHOICES ABOUT THE USE OF YOUR PII

Except as described in this Privacy Policy, Myspace will get your permission before we use the PII you provide to us in a way that is inconsistent with the purpose for which it was submitted or share your PII with third parties that are not affiliated with Myspace.

USE: MYSPACE'S USE OF PII

Myspace will only use the PII you provide under this Privacy Policy in a manner that is consistent with this Privacy Policy. If Myspace obtains PII from a third party, such as a business partner, our use of that information is also governed by this Privacy Policy.

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In order to locate other Myspace Members that you may already know in the physical world, Myspace allows Users to search for Members using Registration PII (i.e., full name or email address). Myspace also allows Users to browse for certain Profile Information in order to help connect with Members (i.e., schools and/or companies where Users may have attended or worked). Myspace may also enable Members to publicly display some Registration PII as an element of their Profile Information if they choose to do so via a profile setting under "Edit Profile." Search engines may index the portion of a Member's profile (including the Profile Information it contains) that is publicly displayed.

If you have consented to receive promotional materials (e.g., newsletters) or notifications from Myspace, Myspace may periodically use your email address to send you such materials related to the Myspace Services, as applicable. If you want to stop receiving such materials from Myspace, you can change your profile settings under "Account Settings," or follow the unsubscribe instructions at the bottom of each email.

Myspace employees, agents and contractors must have a business reason to obtain access to your PII. Myspace may share your PII with those who help us manage or provide Myspace Services' information activities (for example, message board administration, order fulfillment, statistical analyses, data processing), or with outside contractors, agents or sponsors who help us with the administration, judging and prize fulfillment aspects of contests, promotions and sweepstakes.

These outside contractors, agents or sponsors may temporarily store some information on their servers, but they may only use your PII to provide Myspace with a specific service and not for any other purpose. Myspace may also provide your PII to a third party in those instances where you have chosen to receive certain information and have been notified that the fulfillment of such a request requires the sharing of your PII. Myspace also may share your PII with Affiliated Companies if it has a business reason to do so.

As described in "Notice" above, Myspace may customize the advertising and marketing messages you receive on the Myspace Website, or may work with outside companies to do so. Your non-PII and/or Profile Information may be shared with these companies so this customization can be accomplished. Myspace prohibits these companies from sharing your non-PII and/or Profile Information with any third party or from using it for any other purpose. Anonymous click stream, number of page views calculated by pixel tags, and aggregated demographic information may also be shared with Myspace's advertisers and business partners.

There may be instances when Myspace may access or disclose PII, Profile Information or non-PII without providing you a choice in order to: (i) protect or defend the legal rights or property of Myspace, our Affiliated Companies or their employees, agents and contractors (including enforcement of our agreements); (ii) protect the safety and security of Users of the Myspace Services or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with the law or legal process. In addition, if Myspace sells all or part of its business or makes a sale or transfer of all or a material part of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, Myspace may transfer your PII to the party or parties involved in the transaction as part of that transaction.

When a Member who is located in the European Union chooses to post Profile Information that will be publicly disclosed, that Member is responsible for ensuring that such information conforms to all local data protection laws. Myspace is not responsible under the EU local data protection laws for Member-posted information.

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SECURITY: MYSPACE PROTECTS THE SECURITY OF PII

Myspace uses commercially reasonable administrative, technical, personnel and physical measures to safeguard PII and credit card information in its possession against loss, theft and unauthorized use, disclosure or modification. In addition, Myspace uses reasonable methods to make sure that PII is accurate, up-to-date and appropriately complete.

SAFE HARBOR

Safe Harbor. Myspace complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from EU member countries. Myspace has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification page, please visit <http://www.export.gov/safeharbor/>

Privacy Complaints by EU Citizens: In compliance with the Safe Harbor Principles, Myspace commits to resolve complaints about your privacy and our collection or use of your personal information. EU citizens with inquiries or complaints regarding this privacy policy should first contact Myspace by visiting <http://www.myspace.com/help> and submitting your question through the Contact Myspace form or by mail at Myspace LLC, Attn: Customer Care - Privacy, 8391 Beverly Blvd, #349, Los Angeles, CA 90048.

Myspace has further committed to refer unresolved privacy complaints under the Safe Harbor Principles to an independent dispute resolution mechanism, the BBB EU Safe Harbor, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by Myspace, you may contact:

<http://www.bbb.org/us/safe-harbor-complaints>

ACCESS, REMEDIES AND COMPLIANCE: HOW TO ACCESS, CORRECT OR CHANGE YOUR PREFERENCES REGARDING YOUR PII AND HOW TO CONTACT MYSPACE ABOUT PRIVACY CONCERNS

Whenever possible, Myspace Members may review the Registration PII we maintain about them in our records. We will take reasonable steps to correct any PII a Member informs us is incorrect. If you are a Member, you can view and change your Registration PII, Member preferences and Profile Information by logging into your account and accessing features such as "Edit Profile" and "Account Settings."

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If you ask Myspace to stop using your PII, Myspace will honor that request while retaining any record of your PII that is necessary to comply with applicable federal, state or local law.

If you would like to communicate with us about this Privacy Policy or Myspace's collection and use of your PII, please use the Contact Myspace form on our [Help site](#).

Pinterest

Terms of Service

<http://pinterest.com/about/terms/>

These Terms of Service took effect on April 6, 2012. To view the past Terms of Service [click here](#).

Welcome to Pinterest! Pinterest is an online and mobile service that allows you to create online pinboards and organize and share beautiful things you find on the web. Pinterest lets you create your own visual collections or "boards," and view and follow other boards, on pinterest.com (the "Site"), on our application for mobile devices (the "Mobile Software"), and through third party applications. We call the services available on the Site, whether accessed directly, or through the Mobile Software or such third party applications, the "Service(s)."

The Pinterest Service is provided by Pinterest, Inc., however, we will refer to our company and Service as "Pinterest" to keep things simple. Like all online services, we need to have a Terms of Service ("Terms"). Please read these Terms carefully, and email us at support@pinterest.com if you have any questions. By accessing or using the Pinterest Service, you agree to be bound by these Terms and by our [Privacy Policy](#), whether or not you are a registered user of our Service. These Terms apply to all visitors, registered users, and others who access the Service ("Users").

1. Sharing Your Content

Your content. Pinterest allows you to pin and post content on the Service, including photos, comments, and other materials. Anything that you pin, post, display, or otherwise make available on our Service, including all Intellectual Property Rights (defined below) in such content, is referred to as "User Content." You retain all of your rights in all of the User Content you post to our Service.

How Pinterest and other users can use your content. Subject to any applicable account settings you select, you grant us a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, display, reproduce, re-pin, modify (e.g., re-format), re-arrange, and distribute your User Content on Pinterest for the purposes of operating and providing the Service(s) to you and to our other Users. Nothing in these Terms shall restrict Pinterest's rights under separate licenses to User Content. Please

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remember that the Pinterest Service is a public platform, and that other Users may search for, see, use, and/or re-pin any User Content that you make publicly available through the Service.

How long we keep your content: Following termination or deactivation of your account, or if you remove any User Content from your account or your boards, Pinterest may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, Pinterest and other Users may retain and continue to display, reproduce, re-pin, modify, re-arrange, and distribute any of your User Content that other Users have re-pinned to their own boards or which you have posted to public or semi-public areas of the Service.

Your responsibility for your content:

To Pinterest and our community. Pinterest provides a creative and positive place for you to discover and share things you love. To keep it that way, we ask that you review and agree to abide by our **Pin Etiquette**. We must also insist that you only use our Service in a manner that is consistent with the Pinterest **Acceptable Use Policy**. We reserve the right, but are not obligated, to remove User Content from the Service for any reason, including User Content that we believe violates these Terms or the Pinterest **Acceptable Use Policy**. Please — be a good citizen on Pinterest, and always respect our Service and its Users.

To third parties. Pinterest values and respects the rights of third party creators and content owners, and expects you to do the same. You therefore agree that any User Content that you post to the Service does not and will not violate any law or infringe the rights of any third party, including without limitation any Intellectual Property Rights (defined below), publicity rights or rights of privacy. We reserve the right, but are not obligated, to remove User Content from the Service for any reason, including User Content that we believe violates these Terms or the Pinterest Acceptable Use Policy. It is important that you understand that you are in the best position to know if the materials you post are legally allowed. We therefore ask that you please be careful when deciding whether to make User Content available on our Service, including whether you can pin or re-pin User Content on your boards. To learn more about copyright and fair use, please **click here** for some links to useful third party resources.

Definition of Intellectual Property Rights. When we refer to “Intellectual Property Rights” in these Terms, we mean all patent rights; copyright rights; moral rights; rights of publicity; trademark, trade dress and service mark rights (and associated goodwill); trade secret rights; and all other intellectual property and proprietary rights as may now exist or hereafter come into existence, and all applications for any of these rights and registrations, renewals and extensions of any of these rights, in each case under the laws of any state, country, territory or other jurisdiction.

Feedback you provide: We value hearing from our Users, and are always interested in learning about ways we can make Pinterest more awesome. You may choose to or we may invite you to submit comments, ideas or feedback about the Service, including without limitation about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction; your disclosure will not place Pinterest under any fiduciary or other obligation; and we are free to use, disclose and otherwise exploit the Feedback

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without any restriction and without additional compensation to you. By acceptance of your submission, Pinterest does not waive any rights to use similar or related Feedback previously known to Pinterest, or developed by its employees, or obtained from sources other than you.

2. Pinterest Content

Pinterest Content. Except for User Content, the Service itself, all content and other subject matter included on or within the Service, and all Intellectual Property Rights in or related to the Service or any such content or other subject matter ("Pinterest Content") are the property of Pinterest and its licensors. Except as expressly provided in these Terms, you agree not to use, modify, reproduce, distribute, sell, license, or otherwise exploit the Pinterest Content without our permission.

Our license to you. Subject to the terms and conditions of these Terms and our [Acceptable Usage Policy](#), we grant you a license to use the Service, including accessing and viewing Pinterest Content, for your personal, noncommercial use to allow you to express yourself, discuss public issues, report on issues of public concern, engage in parody and as expressly permitted by the features of the Service. Pinterest may terminate this license at any time for any reason or no reason. Except for the rights and licenses expressly granted, Pinterest reserves all other rights and no other rights are granted by implication or otherwise.

3. Copyright Policy

Pinterest has adopted and implemented the Pinterest [Copyright Policy](#) in accordance with the Digital Millennium Copyright Act. For more information, please read our [Copyright Policy](#).

4. Using Pinterest

Who can use Pinterest. You may use the Service only if you can form a binding contract with Pinterest, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under the age of 13 is strictly prohibited. Because we respect the Pinterest community, the Service is not available to any Users previously removed from the Service by Pinterest.

Pinterest accounts. Creating an account with Pinterest gives you access to the Services in our sole discretion. We may maintain different types of accounts for different types of Users. If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. By connecting to Pinterest with a third-party service (e.g., Facebook or Twitter), you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For more information on the types of information we collect from these third-party services, please read our [Privacy Policy](#). You agree not to use user names or board titles that are offensive, obscene, or harassing to others. We reserve the right to require

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you to change your user name or the title of your board at any time and for any reason in our sole discretion.

Terminating your account. You may close your account at any time by sending an email to support@pinterest.com. We may permanently or temporarily terminate or suspend your User account or access to the Service for any reason, without notice or liability to you, including if in our sole determination you violate any provision of our **Acceptable Use Policy** or these Terms, or for no reason. Upon termination of your use of the Service, you continue to be bound by Sections 1b (How Pinterest and other users can use your content), 1c (How long we keep your content), 1e (Feedback you provide), 1f (Definition of Intellectual Property Rights), 2a (Pinterest Content), 3 (Copyright Policy), 4c (Terminating your account), 4f (Your interactions with other Users), and 6 through 12 (inclusive) of these Terms. For information about how your User Content will be handled after any termination of your account, please see the “How long we keep your content” section above.

Your responsibility for your account. When you create your Pinterest account, you must provide us with accurate and complete information. Please be sure to provide us with up to date contact information for you so we know how to reach you. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You are solely responsible for the activity that occurs on your account, and you agree to keep your account login and password secure. You must immediately notify Pinterest of any compromise of your credentials you become aware of and any unauthorized use of your account.

Changes to the Service. Here at Pinterest, we’re always innovating and finding ways to provide our Users with new and innovative features and services. Therefore, we may, without prior notice, change the Service; add features, stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service.

Your interactions with other Users. Please keep in mind that you are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Pinterest will have no liability for your interactions with other Users, or for any User’s action or inaction. Please help to make Pinterest a positive and respectful community.

5. Privacy and Security

We care about the privacy and security of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our **Privacy Policy**, and to have your Personally Identifiable Information collected, used, transferred to and processed in the United States. While we work to protect the security of your content and account, Pinterest cannot guarantee that unauthorized third parties will not be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

6. Third-party Links, Sites and Services

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The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Pinterest. Pinterest does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from the Service, you do so at your own risk and you agree that Pinterest will have no liability arising from your use of or access to any third-party website, service, or content.

7. Mobile Software

Our Mobile Software. We make available the Mobile Software to access the Service via a mobile device. To use the Mobile Software you must have a mobile device that is compatible with the Mobile Service. Pinterest does not warrant that the Mobile Software will be compatible with your mobile device. Pinterest grants to you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Pinterest account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Pinterest may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Pinterest or its third party licensors or suppliers retain all right, title, and interest in and to the Mobile Software (and any copy of the Mobile Software). You agree to comply with all United States and foreign laws related to use of the Mobile Software and the Service. Standard carrier data charges may apply to your use of the Mobile Software.

Mobile Software from iTunes. The following also applies to any Mobile Software you acquire from the iTunes Store (“iTunes-Sourced Software”): You acknowledge and agree that these Terms are solely between you and Pinterest, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to

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any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Pinterest as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Pinterest as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party's intellectual property rights, Pinterest, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Pinterest acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

8. Indemnity

You agree to indemnify and hold harmless Pinterest and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), arising out of or in any way related to (i) your access to or use of the Services or Pinterest Content, (ii) your User Content, or (iii) your breach of any of these Terms.

9. Disclaimers

THE SERVICES, INCLUDING WITHOUT LIMITATION ALL CONTENT AND OTHER SUBJECT MATTER INCLUDED WITHIN THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PINTEREST SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

PINTEREST takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You are solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your AND OTHER USERS' online distribution and publication of your AND THEIR User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

10. Limitation of Liability

Social Networks' Terms of Service/Privacy Policies

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, PINTEREST CONTENT, AND USER CONTENT REMAINS WITH YOU AND YOU USE THE SERVICES AT YOUR OWN RISK. YOU AGREE THAT NEITHER PINTEREST NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATED TO THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, USER CONTENT, PINTEREST CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PINTEREST HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT WILL PINTEREST'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, USER CONTENT OR PINTEREST CONTENT EXCEED ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PINTEREST AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

The Service is controlled and operated from its facilities in the United States. Pinterest makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable national, state, local or other laws, statutes, directives, rules, regulations, and all interpretations or orders of any government, administrative or regulatory authority or court, including but not limited to those related to export and import of software, technical information or services. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

11. Arbitration and Governing Law:

For any dispute you have with Pinterest, you agree to first contact us at support@pinterest.com and attempt to resolve the dispute with us informally. In the unlikely event that Pinterest has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial

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Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and Pinterest agree otherwise, the arbitration will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that Pinterest will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PINTEREST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Governing Law. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Pinterest, either specific or general, in jurisdictions other than California. These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. We each agree to submit to the personal jurisdiction of a state court located in Santa Clara County, California or the United States District Court for the Northern District of California, for any actions for which either party retains the right to seek injunctive or other equitable relief, as further described in the Arbitration provision above.

12. General Terms

Notification Procedures and changes to these Terms. Pinterest may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, "push" mobile notification, written or hard copy notice, or through posting of such notice on our website, as determined by Pinterest in our sole discretion. Pinterest reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in these Terms and our [Privacy Policy](#). Pinterest may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Terms in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these Terms or to any future Terms of Service, do not use or access (or continue to access) the Service. Pinterest is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

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Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Pinterest without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Restricted Rights. If the Mobile Software, is being acquired on behalf of the United States Government, then the following provision applies: This is commercial computer software. If acquired by or on behalf of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer ("use") of this software, and any related documentation of any kind, including technical data or manuals no matter how received by the Government, is restricted by the terms and conditions of a license agreement in accordance with Federal Acquisition Regulation 12.212 for civilian agencies, and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. All other use is prohibited.

Export Control. Any software or technology obtained from Pinterest through the Service, including the Mobile Software, originates in the United States, and is subject to United States export laws and regulations. Such software and technology may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, software and technology obtained from Pinterest may be subject to the import and export laws of other countries. It is your responsibility to comply with all U.S. and foreign export and import laws and regulations.

Entire Agreement/Severability. These Terms, together with any amendments and any additional agreements you may enter into with Pinterest in connection with the Service, shall constitute the entire agreement between you and Pinterest concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Pinterest's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Contact. Please contact us at support@pinterest.com with any questions regarding these Terms.

These Terms were last modified on March 23, 2012.

Acceptable Use Policy

<http://pinterest.com/about/privacy/>

This Pinterest privacy policy ("Privacy Policy" or "Policy") was last modified on March 23, 2012, and was first published and made effective February 2011. [Click here](#) for the previous version.

Unless otherwise defined in this Policy, terms used in this Policy have the same meanings as in our Pinterest Terms of Service, accessible at <http://pinterest.com/about/terms/>. As used in this Policy, the terms "using"

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and “processing” information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization or among our affiliates within the United States or internationally.

Pinterest, Inc. is the corporate name for Pinterest. In this Policy, we will refer to Pinterest, Inc. as “Pinterest”, “our”, “us” or “we.”

We take your privacy seriously. We are providing this Policy to inform you of our policies and procedures regarding the collection, use and disclosure of information on our Service. We also want to inform you about your choices regarding information. If you have any questions or concerns, please let us know (see “How to contact us” section below).

Note that this Policy may be modified from time to time in our sole discretion, so check back frequently. We will notify you of any changes to the Policy by posting a new Policy and updating the “last modified” date at the top of this page.

1. How we collect information

We collect information in three basic ways:

We collect information that you voluntarily provide to become a registered User of our Service, and when you use certain aspects of our Service (e.g., entering an email address on a form to send an email from your Pinterest account).

We collect information when you register to join Pinterest by logging into an account that you already have with certain third-party social networking sites (“SNS”) (including, but not limited to, Facebook and Twitter) via our Service. For example, our Service allows you to create an account and login to the Service using your Facebook account credentials through Facebook Connect. If you are not currently registered as a User on the Service and you click on “Sign in Using Facebook,” you will first be asked to enter your Facebook credentials and then be given the option to register and join Pinterest.

When you browse or use our Service, technological tools including “Log Data” and “Cookies” collect certain information, as explained in the following section.

2. What information we collect and how we use it

Personal Information. When you register with us through the Service to become a registered User of Pinterest, we will ask you for certain information about you that can be used to contact or identify you (“Personal Information”). Personal Information may include, but is not limited to, your name, gender, profile photo, free-form biography, location/hometown, website and email address. If you decide to create your User account by logging into a SNS via the Service, you are using the Personal Information you have already provided to the SNS (such as your “real” name, email address and other information you make publicly available via the SNS) to create your User account on our Service; the information we collect may depend on the privacy settings you have with the SNS, so please consult the SNS’s privacy and data practices. For

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example, by using Facebook Connect, you are allowing Pinterest to access the Personal Information in your Facebook account pursuant to the Facebook Terms of Use regarding your use of the Service via Facebook. We use your Personal Information (in some cases, in conjunction with your “Non-Identifying Information,” see below) to provide the Service to you. For example:

Account registration. We create your User account for your use of the Service based upon the Personal Information you provide.

Communications. We use your Personal Information to contact you with Pinterest newsletters, marketing or promotional materials and other information that may be of interest to you. If you decide at any time that you no longer wish to receive such communications from us, please follow the unsubscribe instructions provided in any of the communications or update your “preferences” information in your account settings. (See “Your choices regarding information,” below.)

Customer service. We use your Personal Information to respond to your questions and/or inquiries.

Finding friends. You also have the option to import your personal contacts (including email addresses of friend lists via SNS) to the Service so that you can find your friends on the Service, and your friends can find you on the Service.

Emailing via a Pinterest Account. As part of the Service, Pinterest Users may communicate with other registered and non-registered Users through use of their Pinterest accounts. Where Users have selected the option of adding one or more email addresses to an online form, the message they create in the corresponding template will be sent from Pinterest to those email addresses on their behalf.

Non-Identifying Information. We also collect other information that you provide as part of registration, the operation, and personalization of your boards on Pinterest that cannot reasonably be used to identify or contact you (e.g., without limitation, age and individual preferences) (“Non-Identifying Information”). Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be personally identified or contacted. But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other Non-Identifying Information (for example, your viewing preferences). We may combine your Personal Information with Non-Identifying Information and aggregate it with information collected from other Pinterest Users to attempt to provide you with a better experience, to improve the quality and value of the Service and to analyze and understand how our Service is used. We may also use the combined information without aggregating it to serve you specifically, for instance to deliver a product to you according to your preferences or restrictions.

Mobile Software. Our Mobile Software allows Users to access and use the Service from their mobile devices. From the Mobile Software, you also have the option to identify the location of User Content that you wish to upload to our Service. In addition, in the event that our Mobile Software crashes on your mobile device, we will receive information about your mobile device model, software version and device carrier, which allows us to identify and fix bugs and otherwise improve the performance of our Mobile Software.

Log Data. When you visit the Service, whether as a registered User or a non-registered User just browsing, our servers automatically record information that your browser sends whenever you visit a website (“Log

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Data”). This Log Data may include information such as the browser type or the webpage you were visiting before you came to our Service, pages of our Service that you visit, the time spent on those pages, information you search for on our Service, access times and dates, and other statistics. We use this information to monitor and analyze use of the Service and the Service’s technical administration, to increase our Service’s functionality and user-friendliness, and to better tailor our Service to our visitors’ needs. For example, some of this information is collected so that when you visit the Service again, it will recognize you and the information could then be used to serve advertisements and other information appropriate to your interests. We also use this information to verify that visitors to the Service meet the criteria required to process their requests.

Cookies. Like many online services, Pinterest uses “cookies” on our Service to collect information. A cookie is a small data file that we transfer to your computer or mobile device’s hard disk. We use cookies for two purposes. First, we utilize “persistent” cookies to save your login information for future logins to the Service. Second, we utilize “session ID” cookies to enable certain features of the Service, to better understand how you interact with the Service and to monitor aggregate usage by Pinterest Users and web traffic routing on the Service. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Service and then close your browser. You can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Service or all functionality of the Service. (See “Your choices regarding information,” below.)

3. Sharing of your information

Pinterest Users. When you register through the Service and submit Personal Information to create a profile or visual collection, other Pinterest Users will see your name. If you choose to provide additional Personal Information in your profile, Pinterest Users will see such additional Personal Information, including, but not limited to, your photo, location, website and biography. Providing additional Personal Information is voluntary and should correlate with the degree of interaction you want to have with Pinterest Users. We recommend that you guard and refrain from disclosing any information you consider sensitive and confidential.

Aggregate Information and Non-Identifying Information. We may share aggregated information that does not include Personal Information and we may otherwise disclose Non-Identifying Information and Log Data with third parties for industry analysis, demographic profiling and other purposes. Any aggregated information shared in these contexts will not contain your Personal Information.

Service Providers. We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services (e.g., maintenance services, database management, web analytics and improvement of the Service’s features) or to assist us in analyzing how our Service are used. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Social Networking Sites. We may share the information in your Pinterest account (including your Personal Information) with the SNSs that you have linked to your Pinterest account. These third parties have

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access to your Personal Information only for this purpose (unless the SNS has received your Personal Information independently of the Service) and not for other purposes.

Facebook Connect and Twitter. We allow Users to link their Facebook and Twitter accounts to our Service. Users can then post recent activity on our Service back to their Facebook and Twitter accounts. You will be prompted to decide whether or not your activity on the Service will be shared and disclosed on your Facebook/Twitter service. You can disable the foregoing feature at any time by logging into your profile and selecting the option to disable Facebook Connect and/or Twitter. Further, you may be able to edit your privacy settings for the content that you post which appears on Facebook/Twitter by making selections in your "Edit Profile" settings via the Service.

Compliance with Laws and Law Enforcement. Pinterest cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We can disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process including, but not limited to, subpoenas, to protect the property and rights of Pinterest or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable activity.

Business Transfers. Pinterest may sell, divest, transfer, assign, share or otherwise engage in a transaction that involves, some or all of our assets, including any or all of the information described in this Policy, in the course of a corporate divestiture, merger, acquisition, joint venture, bankruptcy, dissolution, reorganization, or any other similar transaction or proceeding.

4. Your choices regarding information

You have several choices regarding the use of information on our Service:

Email Communications. If you decide at any time that you no longer wish to receive email communications from us, please follow the unsubscribe instructions provided in any of the communications or update your "preferences" information in your account settings

Cookies. If you decide at any time that you no longer wish to accept cookies from our Service for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Consult your browser's technical information. If you do not accept cookies, however, you may not be able to use all portions of the Service or all functionality of the Service. If you have any questions about how to disable or modify cookies, please let us know at the contact information provided below.

De-Linking SNS. If you decide at any time that you no longer wish to have your SNS account (e.g., Facebook or Twitter) linked to your Pinterest account, then you may de-link the SNS account in the "preferences" section in your account settings.

Changing or Deleting Your Information. All Users may review, update, correct or delete the Personal Information in their User account (including any imported contacts) by contacting us or by editing their profile via the Service. If you completely delete all of your Personal Information, then your User account may

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become deactivated. We will use commercially reasonable efforts to honor your request. We may retain an archived copy of your records as required by law or for legitimate business purposes. (For more information on how to control your User Content on the Pinterest Service, including information regarding the use and storage of your User Content, please see the “Sharing Your Content” section in our [Terms of Service](#).)

5. Links to other sites and services

Our Service contains links to other third-party websites and online services. If you choose to visit another website or online service by clicking on a link, you will be directed to that third party's website or online service. The fact that we may link to a website or online service is not an endorsement, authorization or representation of our affiliation with that third party, nor is it an endorsement of their privacy or information security policies or practices. We do not exercise control over third party websites and online services, and these third parties may place their own cookies or other files on your computer and collect data or solicit Personal Information and Non-Identifying Information from you. Other sites and online services follow different rules regarding the collection, use and/or disclosure of Personal Information and Non-Identifying Information. We encourage you to read the privacy policies or statements of the other websites or online services you visit before providing any information or using such websites or services.

6. How we store and protect information

Information Security. We care about the security of your information. We use commercially reasonable safeguards to preserve the integrity and security of information collected and maintained through the Service. However, we cannot ensure or warrant the security of any information you provide to us or guarantee that information on the Service may not be accessed, disclosed, altered, or destroyed by unauthorized persons.

Phishing. Identity theft and the practice currently known as “phishing” are of great concern to Pinterest. Safeguarding information to help protect you from identity theft is a top priority. We do not request your credit card information, login information, or national identification numbers in a non-secure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission's [website](#).

Breach Notification. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of stored “personal data” (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting on this Service in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

International Transfer . Your information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you are located outside the United States and choose to provide information to us, Pinterest transfers Personal Information to the United States and processes it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

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7. Our policy towards children's information

This Service is not directed to children under 13. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us at [**support@pinterest.com**](mailto:support@pinterest.com). If we become aware that a child under 13 has provided us with Personal Information, we will delete such information from our files.

8. How to contact us

If you have any questions about this Policy or any of the practices described herein, please contact us at 635 High Street, Palo Alto, CA, 94301, call us at 650-561-5407, or send us an email at [**support@pinterest.com**](mailto:support@pinterest.com).

Tumblr

Terms of Service

http://www.tumblr.com/policy/en/terms_of_service

Last Modified: 2012-03-22

Hi! You are now reading Tumblr's Terms of Service, meaning the contract between you and Tumblr when you use Tumblr's site, services, and products. You should read this carefully before you use Tumblr. We've tried to be fair and straightforward. If you have any questions or suggestions, feel free to [email us](#). We've also included several annotations; these annotations aren't a part of the contract itself, but are intended to help you follow the text and emphasize key sections.

1. Accepting the Terms of Service

Please read these Terms of Service, our [Privacy Policy](#), and our [Community Guidelines](#) (collectively, the "**Agreement**") carefully before using tumblr.com (the "**Site**") and/or the other domains, products, services, and/or content provided by Tumblr, Inc. (all of those collectively with the Site, the "**Services**") (Tumblr, Inc., a Delaware corporation, collectively with its agents, consultants, employees, officers and directors, "**Tumblr**," "**we**," or "**us**"). By using or accessing the Services, you ("**Subscriber**" or "**you**") agree to become bound by all the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, you shouldn't and aren't permitted to use the Services.

2. Modifications to this Agreement

Tumblr reserves the right, in its sole discretion, to modify this Agreement at any time by posting a revised Agreement through the Services and by providing notice to you that this Agreement has changed, generally via e-mail where practicable, and otherwise through the Services (such as through a notification in your Tumblr Dashboard). You are responsible for reviewing and becoming familiar with any modifications to this Agreement. Modifications are effective when posted, and your use of the Services following any such posted modification and notice of same constitutes your acceptance of the terms and conditions of this Agreement as modified. Note that, if you have

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prepaid for any Paid Services (as defined below) prior to a modification of this Agreement, your use of such prepaid Paid Services is governed by the version of this Agreement in effect at the time Tumblr received your prepayment.

As Tumblr grows and improves, we might have to make changes to the Terms of Service. When we do, we'll let you know. We're also going to make it a practice to post old versions so it's easy to see changes/additions/deletions. To see old versions, scroll down to the end of this document.

3. Use of the Services

Eligibility:

No individual under the age of thirteen (13) may use the Services or provide any information to Tumblr or otherwise through the Services (including, for example, a name, address, telephone number, or email address). You otherwise may only use the Services if you can form a binding contract with Tumblr and are not legally prohibited from using the Services.

You have to be at least 13 years old to use Tumblr. We're serious: it's a hard rule, based on U.S. federal and state legislation, even if you're 12.9 years old. If you're younger than 13, don't use Tumblr. Ask your parents for an Xbox or try books.

Service Changes and Limitations:

The Services change frequently, and their form and functionality may change without prior notice to you. Tumblr retains the right to create limits on and related to use of the Services in its sole discretion at any time with or without notice. Tumblr may also impose limits on certain Services or aspects of those Services or restrict your access to parts or all of the Services without notice or liability. Tumblr may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content (as defined below). Tumblr may also suspend Accounts (as defined below) at any time, in its sole discretion.

This section makes it clear that Tumblr is an ever-evolving platform. With new products, services, and features launching all the time, we need flexibility to make changes, impose limits, and occasionally suspend or terminate certain offerings (like features that flop). We can also suspend any individual account at any time. That sounds harsh, but we only use that power when we have a reason, as outlined in these Terms of Service, our [Privacy Policy](#), and our [Community Guidelines](#).

Limitations on Automated Use:

You may not do any of the following while accessing or using the Services: (a) access, tamper with, or use non-public areas of the Services, or the computer or delivery systems of Tumblr and/or its service providers; (b) probe, scan, or test any system or network (particularly for vulnerabilities), or otherwise attempt to breach or circumvent any security or authentication measures; (c) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Tumblr (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Tumblr, or unless permitted by Tumblr's robots.txt file or other robot exclusion mechanisms; (d) scrape the Services, and particularly scrape Content (as defined below)

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from the Services, without Tumblr's express prior written consent; (e) use the Services to send altered, deceptive, or false source-identifying information, including without limitation by forging TCP-IP packet headers or e-mail headers; or (f) interfere with, or disrupt, (or attempt to do so), the access of any Subscriber, host or network, including, without limitation, by sending a virus to, spamming, or overloading the Services, or by scripted use of the Services in such a manner as to interfere with or create an undue burden on the Services.

Don't do bad things to Tumblr or other users. Some particularly egregious examples of automated "bad things" are listed in this section.

4. Registration, Tumblr URLs, and Security

As a condition to using certain of the Services, you may be required to create an account (an "**Account**") and select a password and Tumblr username, which will serve as a default URL of the form [username].tumblr.com (a "Tumblr URL"). You may also select new Tumblr URLs for each blog you create.

You should provide Tumblr with accurate, complete, and updated registration information, particularly your e-mail address, and failure to do so may result in suspension of your Account.

It's really important that the email address associated with your Tumblr Account is accurate and up-to-date. If you ever forget your password - or worse, fall victim to a malicious phishing attack - a working email address is often the only way for us to recover your account.

You agree that you shall not select or use as a Tumblr URL a name of another person or entity with the intent to impersonate that person or entity or with the intent to otherwise cause confusion as to the origin or provenance of your Account. Tumblr reserves the right to refuse registration of, cancel, or modify a Tumblr URL in its sole discretion.

Don't choose a Tumblr URL with the intention of impersonating someone/something or otherwise causing confusion about who's behind your blog. Parody, criticism, and other fair uses of others' names are fine, so long as there's no intention to impersonate or confuse.

You are also responsible for maintaining the confidentiality of your Account password and for the security of your Account, and you will notify Tumblr immediately of any actual or suspected loss, theft, or unauthorized use of your Account or Account password.

5. Privacy

Any information you provide to Tumblr is subject to Tumblr's [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information.

6. Content and Subscriber Content

Definitions:

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For purposes of this Agreement: (1) the term "**Content**" means a creative expression and includes, without limitation, video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, Themes (as defined below), and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Services; (2) the term "**Subscriber Content**" is all Content that is posted or otherwise provided or transferred to the Services by a Subscriber (including, without limitation, by you); and Content also includes, without limitation, all Subscriber Content.

Ownership:

Subscribers retain ownership of all intellectual property rights in their Subscriber Content, and Tumblr and/or third parties retain ownership of all intellectual property rights in all Content other than Subscriber Content.

You retain ownership of any intellectual property you post to Tumblr.

Subscriber Content License to Tumblr:

When you transfer Subscriber Content to Tumblr through the Services, you give Tumblr a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform it to the requirements of any networks, devices, services, or media through which the Services are available), and create derivative works of (including, without limitation, by Reblogging, as defined below), such Subscriber Content. The rights you grant in this license are for the limited purpose of operating the Services in accordance with their functionality, improving the Services, and allowing Tumblr to develop new Services. The reference in this license to "derivative works" is not intended to give Tumblr itself a right to make substantive editorial changes or derivations, but does enable Tumblr Subscribers to redistribute Subscriber Content from one Tumblr blog to another in a manner that allows Subscribers to, e.g., add their own text or other Content before or after your Subscriber Content ("**Reblogging**").

When you upload your creations to Tumblr, you grant us a license to make that content available in the ways you'd expect from using our services (for example, via your blog, RSS, the Tumblr Dashboard, etc.). We never want to do anything with your content that surprises you.

Something else worth noting: Countless Tumblr blogs have gone on to spawn books, films, albums, brands, and more. We're thrilled to offer our support as a platform for our creators, and we'd never claim to be entitled to royalties or reimbursement for the success of what you've created. It's your work, and we're proud to be a part (however small) of what you accomplish.

You also agree that this license includes the right for Tumblr to make all publicly-posted Content available to third parties selected by Tumblr, so that those third parties can distribute and/or analyze such Content on other media and services.

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An example of what it means to "make all publicly-posted Content available" to a Tumblr partner for distribution or analysis would be if we licensed a feed of already-publicly-available Content to a partner, similar to how Twitter makes feeds available through its [Streaming API](#).

Note also that this license to your Subscriber Content continues even if you stop using the Services, primarily because of the social nature of Content shared through the Services - when you post something publicly, others may choose to comment on it, making your Content part of a social conversation that cannot later be erased without retroactively censoring the speech of others.

One thing you should consider before posting: When you make something publicly available on the Internet, it becomes practically impossible to take down all copies of it.

You also agree that you will respect the intellectual property rights of others, and represent that you have all of the necessary rights to grant us this license for all Subscriber Content you submit to the Services.

Content License to You:

As a Subscriber of the Services, Tumblr grants you a worldwide, non-exclusive, non-sublicensable, and non-transferable license to download, store, view, display, perform, redistribute, and create derivative works of Content solely in connection with your use of, and in accordance with the functionality and restrictions of, the Services (including, without limitation, Paid Services, as defined below). This means, for example, that we license Content to you so that you can Reblog Content and add commentary to it.

Compliance with Community Guidelines:

You agree that you won't post Subscriber Content that violates, or otherwise use your Account in ways that violate, Tumblr's [Community Guidelines](#).

Termination and Deletion:

On termination of your Account or upon your deletion of particular pieces of Subscriber Content from the Services, Tumblr shall make reasonable efforts to make such Subscriber Content inaccessible and cease use of it; however, you acknowledge and agree that: (a) caching of, copies of, or references to the Subscriber Content may not be immediately removed; (b) such removed Subscriber Content may persist in backups (not available to others) for a reasonable period of time; and (c) such removed Subscriber Content may be available (and stored on our servers) through the accounts of other Subscribers, such as because of Reblogging.

7. Special Provisions for Application Developers

If you develop software or services based on the Services or any Content, whether using the [Tumblr Application Programming Interface](#) or not, you will agree to and comply with the [Tumblr Application Developer and API License Agreement](#).

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8. Use of Trademarks

Any use of Tumblr's trademarks, branding, logos and other such assets in connection with the Services shall be in accordance with the [Tumblr Trademark Guidelines](#).

9. Blog Themes

Tumblr makes available specialized HTML and CSS code ("**Tumblr Template Code**") for the design and layout of blog pages available for use on some of the Services ("**Themes**"). Certain Themes are available for purchase as a Paid Service (as defined below) (such Themes, "**Premium Themes**"). Purchased Premium Themes may not be transferred between Accounts, between blogs, or between Services on a single Account and are subject to the payment terms herein.

Tumblr grants you a license to customize the Tumblr Template Code to create your own Themes for use on your blog page (each a "**Custom Theme**"). If you choose, you may also contribute your Custom Themes for use by other Subscribers as Subscriber Content. However, as a condition of the license allowing you to create Custom Themes, you agree that you won't distribute such Custom Themes from locations other than Tumblr-owned or approved websites without our permission, as set out in our [Community Guidelines](#).

Note also that other Subscribers may use your Custom Themes after you have removed them from distribution, and you hereby grant those Subscribers an irrevocable license to use those Custom Themes as contributed by you. In other words, you can remove and stop distribution of your Custom Themes, but Subscribers who are already using them can keep using them.

To develop and distribute Custom Themes that are Premium Themes, please [email us](#).

10. Paid Services

Some of the Services require payment of fees (the "**Paid Services**," including without limitation Premium Themes). All fees are stated in United States dollars. You shall pay all applicable fees, as described in the applicable Services, in connection with such Services, and any related taxes or additional charges.

Paid Services are limited licenses for you to use particular for-pay aspects of the Services. Usage of terms like sell, sale, buy, purchase, or similar terms all refer to your acquisition of a license to use Paid Services, and do not represent any transfer of any right, title, or ownership interest of any kind. You may not relicense, resell, transfer, or exchange Paid Services within or outside of the Services, except as expressly allowed by the rules of the Services.

Tumblr may, in its sole discretion, modify the functionality of, or eliminate, Paid Services, or the terms and conditions under which Paid Services are provided.

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Purchases of Paid Services are final and non-refundable (particularly those Paid Services that may be used immediately, such as Promotions, as defined below), except at Tumblr's sole discretion and in accordance with the rules governing each such Paid Service. Termination of your Account or your rights under this Agreement may result in forfeiture of existing Paid Services. For example, if your Account is suspended, you forfeit your license to any Premium Themes you have purchased.

Tumblr may change its prices for Paid Services at any time. To the extent applicable, Tumblr will provide you reasonable notice of any such pricing changes by posting the new prices on or through the applicable Paid Service and/or by sending you email notification. If you do not wish to pay the new prices, you may choose not to purchase, or to cancel, the applicable Paid Service prior to the change going into effect.

11. Special Provisions for Promotions

Some features of the Services may allow you to promote yourself to other Subscribers, and some of these features may be Paid Services ("**Promotions**"). For example, you can use Tumblr's Highlighted Post Paid Service to draw extra attention to your posts when they appear in the Dashboard feeds of your blog followers.

This section covers the rules and sets some expectations around paid *promotion* features like Blog Promotion (from the old Directory, likely to make a return) and Highlighted Posts.

The following additional terms apply to Promotions:

Things that you promote will comply with this Agreement; if they don't, Tumblr reserves the right, in its sole discretion, to cancel a Promotion without refund or recourse to you.

Tumblr may remove or disable any Promotion for any reason in its sole discretion.

Tumblr does not guarantee any activity that Promotions may receive, including but not limited to clicks, Likes, and Reblogs. Tumblr cannot control how Subscribers interact with Promotions and is not responsible for "click fraud" or other fraudulent actions by third parties, including, without limitation, Subscribers. Tumblr doesn't guarantee that its reporting related to Promotions will be accurate or complete, nor does it guarantee that Promotions will behave in a particular manner, and Tumblr shall not be liable to you or responsible for any erroneous reporting about or errant behavior of or related to Promotions (e.g., any errors in how "likes" or Reblogs are counted).

Promotions may allow targeting to some Subscriber characteristics, such as by suggesting new blogs to follow based on currently followed blogs. Tumblr does not guarantee that any particular Promotion will reach a particular sort of individual in all cases.

You can cancel certain Promotions at any time (depending on their functionality), but are responsible for paying for Promotions at least to the extent they have already been distributed through the Services.

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By submitting a Promotion, you license Tumblr to run that Promotion for as long as you have specified, which, depending on the Promotion, may be perpetually. This license ends when the Promotion has completed or been cancelled, but it may take up to twenty four (24) hours before a Promotion stops being reflected on the Services.

12. Warranty Disclaimer; Services Available on an "AS-IS" Basis

Your access to and use of the Services or any Content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, TUMBLR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Tumblr makes no representations or warranties of any kind with respect to the Services, including any representation or warranty that the use of the Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. Tumblr also makes no representations or warranties of any kind with respect to Content; Subscriber Content, in particular, is provided by and is solely the responsibility of, the Subscribers providing that Content. No advice or information, whether oral or written, obtained from Tumblr or through the Services, will create any warranty not expressly made herein.

13. Release From Liability

You release, to the fullest extent permitted by law, Tumblr, its directors, officers, shareholders, employees, representatives, consultants, agents, suppliers, and/or distributors from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with the following:

Disputes between Subscribers, including those between you and other Subscribers.

Third party sites and services, including content found on such sites and services.

Disputes concerning any use of or action taken using your Account by you or a third party.

Claims relating to the unauthorized access to any data communications or Content stored under or relating to your Account, including unauthorized use or alteration of such communications or your Content.

Claims relating to in any way to any face-to-face meetings in any way related to Tumblr at any venues ("**Meetups**"), including without limitation claims related to the actions or omissions of any Subscribers or third parties who organize, attend, or are otherwise involved in any Meetups; see

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our [Meetups page](#) for more information. Tumblr does not sponsor, oversee, or in any manner control Meetups.

If you are a California resident, you waive California Civil Code Â§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."

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TUMBLR, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS SHALL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, EXEMPLARY PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) LOSS OF: PROFITS, REVENUE, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES; (D) DAMAGES RELATING TO ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OR SUBSCRIBER USING THE SERVICES, INCLUDING WITHOUT LIMITATION, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OR CONTENT; AND/OR (E) DAMAGES IN ANY MANNER RELATING TO ANY CONTENT. THIS LIMITATION APPLIES TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT TUMBLR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF TUMBLR AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS, FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE GREATER OF FIFTY DOLLARS (US\$50.00) OR THE AMOUNT YOU PAID US TO USE THE APPLICABLE SERVICE(S).

15. Exclusions to Warranties and Limitation of Liability

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in Section 14, so the limitations above may not apply to you.

16. Termination

Either party may terminate this Agreement at any time by notifying the other party. Tumblr may also terminate or suspend your access to or ability to use any and all Services immediately, without prior notice or liability, for any reason or no reason, including but not limited to if you breach any of the terms or conditions of this Agreement. In particular, Tumblr may immediately terminate or suspend Accounts that have been flagged for repeat copyright infringement.

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Upon termination of your access to or ability to use a Service, including but not limited to suspension of your Account on a Service, your right to use or access that Service and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Tumblr or any third party.

17. Legal Disputes

You and Tumblr agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or the Services in accordance with this Section or as you and Tumblr otherwise agree in writing. Before resorting to litigation, we strongly encourage you to contact us directly to seek a resolution.

Law and Forum for Legal Disputes:

This Agreement shall be governed in all respects by the laws of the State of New York as they apply to agreements entered into and to be performed entirely within New York between New York residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Tumblr must be resolved exclusively by a state or federal court located in New York County, New York, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within New York County, New York for the purpose of litigating all such claims or disputes.

18. Miscellaneous

This Agreement, as modified from time to time, constitutes the entire agreement between you and Tumblr with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by you except with Tumblr's prior written consent. Tumblr may assign this Agreement in whole or in part at any time without your consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Tumblr in any respect whatsoever. Any notice to Tumblr that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class,

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registered or certified mail, postage prepaid, to *Tumblr, Inc., 35 East 21st Street, 6th Floor, New York, NY, 10010, Attn: Legal Department.*

19. Special Provisions for Subscribers Located Outside of the United States

Tumblr provides global products and services and enables a global community for individuals to share and follow the things they love. Tumblr's operations are, however, located in the United States, and Tumblr's policies and procedures are based on United States law. As such, the following provisions apply specifically to Subscribers located outside of the United States: (1) you consent to the transfer, storage, and processing of your information, including but not limited to Subscriber Content and any personal information, to and in the United States and/or other countries; and (2) if you are using the Services from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you agree that you will not conduct any commercial activities using or through the Services (for example, purchasing Premium Themes).

20. DMCA Copyright Policy

Tumblr has adopted the following policy toward copyright infringement on the Services in accordance with the Digital Millennium Copyright Act (a copy of which is located at <http://www.loc.gov/copyright/legislation/dmca.pdf>, the "**DMCA**"). The address of Tumblr's Designated Agent for copyright takedown notices ("**Designated Agent**") is listed below.

Reporting Instances of Copyright Infringement:

If you believe that Content residing or accessible on or through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address below:

Identification of the work or material being infringed.

Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Tumblr is capable of finding it and verifying its existence.

Contact information for the notifying party (the "**Notifying Party**"), including name, address, telephone number and e-mail address.

A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.

A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.

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A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

After removing material pursuant to a valid DMCA notice, Tumblr will immediately notify the Subscriber responsible for the allegedly infringing material that it has removed or disabled access to the material. Tumblr reserves the right, in its sole discretion, to immediately terminate the account of any Subscriber who is the subject of repeated DMCA notifications.

Submitting a DMCA Counter-Notification:

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with Tumblr by providing the following information to the Designated Agent at the address below:

The specific URLs of material that Tumblr has removed or to which Tumblr has disabled access.

Your name, address, telephone number, and email address.

A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in New York County, New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.

The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

Your signature.

Upon receipt of a valid counter-notification, Tumblr will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If Tumblr does not receive any such notification within ten (10) days, we may restore the material to the Services.

Designated Agent

Tumblr, Inc.

35 East 21st Street, 6th Floor

New York, NY 10010

Attn: Copyright Agent

Fax: +1-646-475-2135

Email: dmca@tumblr.com

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Link to Prior Versions

You will find a link to prior versions of our Terms of Service below. We have stored these versions on GitHub, which will also allow you to compare different versions and see what terms have changed:

<http://github.com/tumblr/policy/commits/master/terms-of-service.txt>

Privacy Policy

<http://www.tumblr.com/policy/en/privacy>

Last Modified: 2012-03-22

Tumblr, Inc. ("**Tumblr**", "**we**", "**us**", or "**our**") takes the private nature of your personal information very seriously. This policy regarding our privacy practices (the "**Privacy Policy**") describes how we treat the information we collect when you visit and use the website available at tumblr.com (the "**Site**") and/or Tumblr's other domains, products, services, and/or content (collectively with the Site, the "**Services**"). When you use the Services, you are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy; please read it carefully.

Also: This Privacy Policy doesn't govern what our users do on their own blogs and we aren't responsible for the information collection and use practices of our individual blogs and bloggers. One of the great features of Tumblr's products is customizability, and bloggers have a lot of flexibility in how their blogs behave. When you visit a blog in our network, that blog may collect more information than we do, and may provide information to third parties that we have no relationship with, including to advertisers.

What This Privacy Policy Covers

This Privacy Policy covers our treatment of information gathered when you are using or accessing the Services. This Privacy Policy also covers our treatment of any information that our partners share with us or that we share with our partners.

This Privacy Policy does not apply to the practices of third parties that we do not own or control, including but not limited to any third party websites, services and applications ("**Third Party Services**") that you elect to access through the Service or to individuals that we don't manage or employ. While we try to facilitate access only to those Third Party Services that share our respect for your privacy, we don't take responsibility for the content or privacy policies of those Third Party Services. We encourage you to carefully review the privacy policies of all Third Party Services you access.

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What Information We Collect and How We Use It

Account Information: When you create an account on a Tumblr Service (an "**Account**"), you will provide information such as your username, password, and email address. You may also be required to provide us with your birthdate, which we use to verify your age and may use to personalize the Services for you (e.g., by presenting you with content relevant to your age group). This information may personally identify you. For example, if you use your full name as your username, you are disclosing your identity to the public. We also allow users to look for their friends by e-mail address; you can, however, opt out of this feature through your Account Settings page, and we do not expose your e-mail address to the public or third parties, except in the limited circumstances set forth in this Privacy Policy.

Email Communications with Us: As part of the Services, you may occasionally receive email and other communications from us, such as administrative communications relating to your Account (e.g., for purposes of Account recovery or password reset). These communications are considered part of the Services and your Account, which you may not be able to opt-out from receiving. You can opt-out of most communications from Tumblr, such as new follower emails; please see your Account Settings page. **Note that we will never email you to ask for your password or other Account information; if you receive such an email, forward it to us.**

Information about Your Accounts on Third Party Services: You can link your Account to certain Third Party Services. In order to do so, you will provide us with your username or other user ID on each of those Third Party Services. You may also be required to engage in an authorization process with each of those Third Party Services, where we receive a token that allows us to access those accounts so that we can, for example, when you choose, post your Tumblr content, or links to your Tumblr content, to those services. We do not receive or store your passwords for your Third Party Service accounts.

Information Obtained from Third Party Services: In some cases, when you connect your Account with your accounts on Third Party Services, we may obtain information about you from those Third Party Services. Such information could include, for example, your gender, if you have disclosed that information to that third party and made it available for Tumblr to access. To the extent we obtain such information, we may use the information about you that we receive from Third Party Services to improve and personalize the Services. As a general practice, we strongly urge you to make careful judgments about any personal information you disclose to Internet services, including Tumblr and linked Third Party Services, regardless of whether you choose to link your accounts together.

User Content: By default, all sharing through the Services is public, and when you provide us with content it is published so that anyone can view it. Although we do provide tools, like password-protected blogs, that let you publish content privately, you should assume that anything you publish is publicly accessible unless you have explicitly selected otherwise. Content published and shared publicly is accessible to everyone, including search engines, and you may lose any privacy

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rights you might have regarding that content. In addition, information shared publicly may be copied and shared throughout the Internet, including through features native to the Services, such as "Reblogging." While you are free to remove published pieces of content from or delete your Account, because of the nature of Internet sharing, the strong possibility of Reblogging of your content by others, and technological limitations inherent to the Services, copies of that content may exist elsewhere and be retained indefinitely, including in our systems.

Information About User Content: In some cases, we may collect information about content you provide to the Services. For example, when it's included with your images, we may collect information describing your camera and camera settings. This information allows us to improve the Services and provide additional features and functionality.

Financial Information: We will sometimes collect financial information, such as information related to your payment method (valid credit card number, type, expiration date or other financial information), for example when you decide to purchase a paid Service. We do not, however, store that financial information; such information is stored by our third party payment processor (the "**Payment Processor**"), and use and storage of that information is governed by the Payment Processor's applicable [terms of service](#) and [privacy policy](#) (the Payment Processor may also have other terms, and you are responsible for locating and familiarizing yourself with those terms, as applicable). We do receive certain information from our Payment Processor: (1) a unique token that we connect with your Account to enable you to make further purchases using the information stored by our Payment Processor and (2) in certain cases, the last four digits of the credit card number associated with that token, so that we can prevent fraudulent transactions and identity theft.

Information Related to Use of the Services: We collect information about how people use the Services, including those with an Account. This information includes general usage information, and may include information such as the number and frequency of our visitors, which pages or features of the Services they have visited, which links on the Services they have clicked on, and the length of those visits. We may also use third party applications and services, such as Google Analytics and Quantcast, to collect and analyze this information. This information enables us and third parties authorized by us to figure out how often individuals use the Services so that we can analyze and improve them. Some of this information may be associated with the IP Address (as defined below) used to access the Services, and some may be associated with your Account, such as the topics you search for and the help pages that you visit. We may also use some of this information in aggregate form, that is, as a statistical measure related to all of our users that would not identify you personally. We use information about your use of the Services to improve and enhance your experience on the Services.

Information Related to Your Web Browser: We automatically receive and record information from your web browser when you interact with the Services, such as your browser type and version,

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what sort of device you are using, your operating system and version, your language preference, the website or service that referred you to the Services, the date and time of each web request you make, your screen display information, and information from any cookies we have placed on your web browser (as described below). We also sometimes detect whether you are using certain web browser extensions and store that information in a manner associated with your Account. Web browser-related information is used to enhance your experience with the Services (for example, by personalization) and to allow us to improve the Services; it is not, however, used in a manner that would identify you personally.

IP Address Information: Under certain circumstances, such as when you log into the Services, load a web page from the Services, or send an "Ask" message anonymously, we may collect and store your Internet Protocol Address ("**IP Address**"). We generally use IP Address information to fight spam, malware, and identity theft; we also may use it, in the future, to personalize the Services for you. IP Address information is also used by us to generate aggregate, non-identifying, information about use of the Services.

Location Information: In some cases we collect and store information about where you are located, such as by converting your IP Address into a rough geolocation. We may use location information to improve and personalize the Services for you.

Information Related to Your Mobile Device: We may collect and store information related to your mobile device, such as your phone number. You will have a choice as to whether we collect and store this information. We may use this information to improve the Services, such as by allowing you to verify your account by text message.

Information Collected Using Cookies: Cookies are pieces of text that may be sent to and saved by your web browser when you access a website; your web browser stores these cookies in a way associated with each website you visit, and you can see your cookies through your browser settings. We use cookies to enable our servers to recognize your web browser and tell us how and when you use the Services. Our cookies do not, by themselves, contain information that personally identifies you, and we don't combine the general information collected through cookies with other such information to tell us who you are. However, we do use cookies to identify that you have logged in and that your web browser has accessed aspects of the Services, and we may associate that information with your Account if you have one. This information, in turn, is sometimes used to personalize your experiences on the Services, such as by presenting you with a different iFrame (allowing you to follow a blog) when you are logged in and visit a blog hosted by Tumblr. Most web browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your web browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. If you disable cookies, you won't be able to log into your Account, and so will not be able to use the vast majority of our Services; as such, we don't recommend disabling your cookies when using the Services. Some

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third-party services that we use, such as Google Analytics and Quantcast, may also place their own cookies on your browser, and individual blogs on our network may contain code that places their own cookies. Note that this Privacy Policy covers *our* use of cookies only and does not cover the use of cookies by third parties.

Information About Your Contacts: Certain features of the Services allow you to provide us with your contact lists stored on other services, so that we can connect you with people in our Services that are also on those contact lists. For example, you can temporarily connect your e-mail contact information to your Tumblr.com account, so that we can provide you with a list of your e-mail contacts that use Tumblr.com. As another example, you can send us your mobile phone contact e-mails through our mobile applications, which then allows us to provide you with a list of those contacts that use Tumblr.com. We will give you an explicit choice as to whether or not you provide us such information, and we will disclose fully, within the appropriate feature, how we use, and whether we will store, that information.

Derived Information: We analyze your actions on the Services in order to derive or infer characteristics that may be descriptive of you (for example, what kinds of blogs you like to follow). These characteristics are used to improve and personalize the Services.

Email Tracking: We may place information in our emails to you (such as a web beacon) that allows us to measure our email deliverability.

With Whom Your Information Is Shared

We never share information we receive from you unless: (a) we have your permission to share that information; (b) we have given you prior notice that the information will be shared, and with whom; or (c) that information is aggregate information or other information that does not identify you.

Information Shared with the Public Through the Services: As noted above, by default, content published through the Services is shared with the public, and this is an important feature of the Services. Such information includes, but isn't limited to, anything you choose to post on or submit to a public blog, including "About" information that may describe you and anything apparent in a posted photograph. Because this kind of information can be seen by anyone and may be indexed by search engines (like Google Search), you should be careful in what you choose to disclose publicly and make sure it is information you want to share with everyone.

Information Shared Between the Services: We may, if possible, aggregate information about your use of multiple Services and use that consolidated information to improve how the Services operate, and to develop new Services.

Information You Share with Third Party Services: You may access Third Party Services through the Services, for example by clicking on externally-pointing links. You may also choose to share information that you provide to us, like blog posts, with those Third Party Services (for example, by

Social Networks' Terms of Service/Privacy Policies

syndicating posts to Twitter or Facebook). This Privacy Policy only governs information we collect and you are responsible for reading and understanding those Third Party Services' privacy policies.

Information Shared with Our Agents in Order to Operate and Improve the Services: In some cases, we share information that we store (such as IP Addresses) with third parties, such as our service providers, consultants and other agents ("**Agents**"), for the purposes of operating and improving the Services. For example, we may share information with service providers in order to fight spam, and third-party consultants may have access to information in the process of improving our processes and technology. Agents with whom we share such information for these reasons are generally bound by confidentiality obligations and, unless we tell you differently, our Agents do not have any right to use Personal Information or other information we share with them beyond the scope and duration of what is necessary to assist us. You hereby consent to our sharing of Personal Information with our Agents.

Information Shared with Third Parties: We may share or disclose non-private information, Aggregate Information, or other non-Personal Information with people and entities that we do business with.

Information Disclosed Pursuant to Business Transfers: In some cases, we may choose to buy or sell business assets. In these transactions, user information is typically one of the transferred business assets. Moreover, if we, or substantially all of our assets, were acquired, or if we go out of business or enter bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Information as set forth in this policy.

Information Disclosed for Our Protection and the Protection of Others: We believe in freedom of expression, and, to the extent reasonable, we try to protect our community from baseless legal demands. That said, we also reserve the right to access, preserve, and disclose any information as we reasonably believe is necessary, in our sole discretion, to (i) satisfy any law, regulation, legal process, governmental request, or governmental order, (ii) enforce this Privacy Policy and our [Terms of Service](#), including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues (including exchanging information with other companies and organizations for fraud protection and spam/malware prevention), (iv) respond to user support requests, or (v) protect the rights, property, health or safety of us, our users, any third parties or the public in general, including but not limited to situations involving possible violence, suicide, or self-harm.

Information We Share with Your Consent or at Your Request: If you ask us to release information that we have about your Account, we will do so if reasonable and not unduly burdensome.

The Security of Your Information

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Your Account information is protected by a password for your privacy and security. You need to prevent unauthorized access to your Account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer and browser by signing off after you have finished accessing your Account on the Services.

We seek to protect your information (including your Account information) to ensure that it is kept private; however, we can't guarantee the security of any information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

What Information You Can Access

If you are a registered user, you can access and delete most information associated with your Account by logging into the Services and checking your Account Settings page. Registered and unregistered users can access and delete cookies through their web browser settings.

Your California Privacy Rights: Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of personal customer information that we share with our affiliates and/or third parties for marketing purposes, and providing contact information for such affiliates and/or third parties. If you are a California resident and would like a copy of this notice, please submit a written request to the following address: 35 East 21st Street, 6th Floor, New York NY 10010.

How to Delete Your Account and What Happens When You Delete Your Account

If you want to delete your Account, you can do so from your [Preferences](#) page or by [emailing us](#) and providing proof of authority over the Account. What constitutes "proof of authority" will vary depending on the circumstances, but generally will require sufficient identifying information so that we can be confident you are the Account owner. Deleting your Account may not fully remove the content you have published from our systems, as caching of, backups of, copies of, or references to your Account information may not be immediately removed. In addition, given the nature of sharing on the Services, some of the public activity on your Account prior to deletion (such as Reblogs of your blog posts) may remain stored on our servers and accessible to the public.

Changes to This Privacy Policy

We may amend this Privacy Policy from time to time, using the process for modifications set forth in our [Terms of Service](#). Use of information we collect now is subject to the Privacy Policy in effect at the time such information is used.

Where to Direct Questions or Concerns

If you have any questions or concerns regarding privacy using the Services, [please send us a detailed message](#).

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Link to Prior Versions

You will find a link to prior versions of our Privacy Policy below. We have stored these versions on GitHub, which will also allow you to compare different versions and see what terms have changed:

<http://github.com/tumblr/policy/commits/master/privacy-policy.txt>

Twitter

Terms of Service

<https://twitter.com/tos>

These Terms of Service ("**Terms**") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, and widgets, (the "**Services**" or "**Twitter**"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites (go to the [account settings](#) page to control who sees your Content). You should only provide Content that you are comfortable sharing with others under these Terms.

Tip What you say on Twitter may be viewed all around the world instantly. You are what you Tweet!

You may use the Services only if you can form a binding contract with Twitter and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Twitter provides are always evolving and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Twitter on the Services are subject to change. In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Social Networks' Terms of Service/Privacy Policies

2. Privacy

Any information that you provide to Twitter is subject to our [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Twitter. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Twitter account, which you may not be able to opt-out from receiving.

Tip You can opt-out of most communications from Twitter including our newsletter, new follower emails, etc. Please see the [Notification](#) tab of Settings for more.

3. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Twitter be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

Tip This license is you authorizing us to make your Tweets available to the rest of the world and to let others do the same.

You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

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Tip Twitter has an evolving set of [rules](#) for how ecosystem partners can interact with your Content. These rules exist to enable an open ecosystem with your rights in mind. But what's yours is yours – you own your Content (and your photos are part of that Content).

Such additional uses by Twitter, or other companies, organizations or individuals who partner with Twitter, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

6. Your License To Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Twitter as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

7. Twitter Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Restrictions on Content and Use of the Services

Please review the [Twitter Rules](#) (which are part of these Terms) to better understand what is prohibited on the Service. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public.

Tip Twitter does not disclose personally identifying information to third parties except in accordance with our [Privacy Policy](#).

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Except as permitted through the Services, these Terms, or the terms provided on dev.twitter.com, you have to use the [Twitter API](#) if you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Content or Services.

Tip We encourage and permit broad re-use of Content. The Twitter API exists to enable this.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

9. Copyright Policy

Twitter respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Twitter will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Twitter, Inc.
Attn: Copyright Agent
795 Folsom Street, Suite 600
San Francisco, CA 94107
Email: copyright@twitter.com

10. Ending These Terms

The Terms will continue to apply until terminated by either you or Twitter as follows.

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You may end your legal agreement with Twitter at any time for any reason by [deactivating](#) your accounts and discontinuing your use of the Services. You do not need to specifically inform Twitter when you stop using the Services. If you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity under our [Inactive Account Policy](#).

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Twitter Rules](#), (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 10, 11, and 12.

Nothing in this section shall affect Twitter's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

11. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Twitter Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Twitter Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Twitter Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

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C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. General Terms

A. Waiver and Severability

The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

C. Entire Agreement

These Terms, the [Twitter Rules](#) and our [Privacy Policy](#) are the entire and exclusive agreement between Twitter and you regarding the Services (excluding any services for which you have a separate agreement with Twitter that is

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explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Twitter and you regarding the Services. Other than members of the group of companies of which Twitter, Inc. is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at twitter.com/tos. If the revision, in our sole discretion, is material we will notify you via an @Twitter update or e-mail to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by Twitter Inc., 795 Folsom Street, Suite 600, San Francisco, CA 94107. If you have any questions about these Terms, please [contact us](#).

Effective: May 17, 2012

Privacy Policy

<https://twitter.com/privacy>

Twitter instantly connects people everywhere to what's most meaningful to them. Any registered user can send a Tweet, which is a message of 140 characters or less that is public by default and can include other content like photos, videos, and links to other websites.

Tip What you say on Twitter may be viewed all around the world instantly.

This Privacy Policy describes how and when Twitter collects, uses and shares your information when you use our Services. Twitter receives your information through our various websites, SMS, APIs, email notifications, applications, buttons, and widgets (the "**Services**" or "**Twitter**"). For example, you send us information when you use Twitter from our website, post or receive Tweets via SMS, or access Twitter from an application such as Twitter for Mac, Twitter for Android or TweetDeck. When using any of our Services you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. Irrespective of which country you reside in or supply information from, you authorize Twitter to use your information in the United States and any other country where Twitter operates.

If you have any questions or comments about this Privacy Policy, please contact us at privacy@twitter.com or [here](#).

Information Collection and Use

Tip We collect and use your information below to provide our Services and to measure and improve them over time.

Information Collected Upon Registration: When you create or reconfigure a Twitter account, you provide some personal information, such as your name, username, password, and email address. Some of this information, for example, your name and username, is listed publicly on our Services, including on your profile page and in search results. Some Services, such as search, public user profiles and viewing lists, do not require registration.

Additional Information: You may provide us with profile information to make public, such as a short biography, your location, your website, or a picture. You may provide information to customize your account, such as a cell phone number for the delivery of SMS messages. We may use your contact information to send you information about our Services or to market to you. You may use your [account settings](#) to unsubscribe from notifications from Twitter. You may also unsubscribe by following the instructions contained within the notification or the instructions on our website. We may use your contact information to help others find your Twitter account, including through

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third-party services and client applications. Your [account settings](#) control whether others can find you by your email address or cell phone number. You may choose to upload your address book so that we can help you find Twitter users you know. We may later suggest people to follow on Twitter based on your imported address book contacts, which you can [delete](#) from Twitter at any time. If you email us, we may keep your message, email address and contact information to respond to your request. If you connect your Twitter account to your account on another service in order to cross-post between Twitter and that service, the other service may send us your registration or profile information on that service and other information that you authorize. This information enables cross-posting, helps us improve the Services, and is deleted from Twitter within a few weeks of your disconnecting from Twitter your account on the other service. Learn more [here](#). Providing the additional information described in this section is entirely optional.

Tweets, Following, Lists and other Public Information: Our Services are primarily designed to help you share information with the world. Most of the information you provide us is information you are asking us to make public. This includes not only the messages you Tweet and the metadata provided with Tweets, such as when you Tweeted, but also the lists you create, the people you follow, the Tweets you mark as favorites or Retweet, and many other bits of information that result from your use of the Services. Our default is almost always to make the information you provide public for as long as you do not delete it from Twitter, but we generally give you [settings](#) to make the information more private if you want. Your public information is broadly and instantly disseminated. For instance, your public user profile information and public Tweets may be searchable by search engines and are immediately delivered via SMS and our [APIs](#) to a wide range of users and services, with one example being the United States Library of Congress, which archives Tweets for historical purposes. When you share information or content like photos, videos, and links via the Services, you should think carefully about what you are making public.

Location Information: You may choose to publish your location in your Tweets and in your Twitter profile. You may also tell us your location when you set your trend location on Twitter.com or enable your computer or mobile device to send us location information. You can set your Tweet location preferences in your [account settings](#) and learn more about this feature [here](#). Learn how to set your mobile location preferences [here](#). We may use and store information about your location to provide features of our Services, such as Tweeting with your location, and to improve and customize the Services, for example, with more relevant content like local trends, stories, ads, and suggestions for people to follow.

Links: Twitter may keep track of how you interact with links across our Services, including our email notifications, third-party services, and client applications, by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on.

Cookies: Like many websites, we use "cookie" technology to collect additional website usage data and to improve our Services, but we do not require cookies for many parts of our Services such as searching and looking at public user profiles or lists. A cookie is a small data file that is transferred to your computer's hard disk. Twitter may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to customize and improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. However, some Services may not function properly if you disable cookies.

Log Data: Our servers automatically record information ("**Log Data**") created by your use of the Services. Log Data may include information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device and application IDs, search terms, and cookie information. We receive Log Data when you interact with our Services, for example, when you visit our websites, sign into our Services, interact with our email notifications, use your Twitter account to authenticate to a third-party website or

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application, or visit a third-party website that includes a Twitter button or widget. Twitter uses Log Data to provide our Services and to measure, customize, and improve them. If not already done earlier, for example, as provided below for Widget Data, we will either delete Log Data or remove any common account identifiers, such as your username, full IP address, or email address, after 18 months.

Widget Data: We may tailor content for you based on your visits to third-party websites that integrate Twitter buttons or widgets. When these websites first load our buttons or widgets for display, we receive Log Data, including the web page you visited and a cookie that identifies your browser ("**Widget Data**"). After a maximum of 10 days, we start the process of deleting or aggregating Widget Data, which is usually instantaneous but in some cases may take up to a week. While we have the Widget Data, we may use it to tailor content for you, such as suggestions for people to follow on Twitter. Tailored content is stored with only your browser cookie ID and is separated from other Widget Data such as page-visit information. This feature is optional and not yet available to all users. If you want, you can suspend it or turn it off, which removes from your browser the unique cookie that enables the feature. Learn more about the feature [here](#). For Tweets, Log Data, and other information that we receive from interactions with Twitter buttons or widgets, please see the other sections of this Privacy Policy.

Third-Party Service Providers: Twitter uses a variety of third-party services to help provide our Services, such as hosting our various blogs and wikis, and to help us understand the use of our Services, such as Google Analytics. These third-party service providers may collect information sent by your browser as part of a web page request, such as cookies or your IP address.

Information Sharing and Disclosure

Tip We do not disclose your private personal information except in the limited circumstances described here.

Your Consent: We may share or disclose your information at your direction, such as when you authorize a third-party web client or application to access your Twitter account.

Service Providers: We engage service providers to perform functions and provide services to us in the United States and abroad. We may share your private personal information with such service providers subject to confidentiality obligations consistent with this Privacy Policy, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions.

Law and Harm: Notwithstanding anything to the contrary in this Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect Twitter's rights or property. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

Business Transfers: In the event that Twitter is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The promises in this Privacy Policy will apply to your information as transferred to the new entity.

Non-Private or Non-Personal Information: We may share or disclose your non-private, aggregated or otherwise non-personal information, such as your public user profile information, public Tweets, the people you follow or that follow you, or the number of users who clicked on a particular link (even if only one did).

Modifying Your Personal Information

Social Networks' Terms of Service/Privacy Policies

If you are a registered user of our Services, we provide you with tools and [account settings](#) to access or modify the personal information you provided to us and associated with your account.

You can also permanently delete your Twitter account. If you follow the instructions [here](#), your account will be deactivated and then deleted. When your account is deactivated, it is not viewable on Twitter.com. For up to 30 days after deactivation it is still possible to restore your account if it was accidentally or wrongfully deactivated. After 30 days, we begin the process of deleting your account from our systems, which can take up to a week.

Our Policy Towards Children

Our Services are not directed to persons under 13. If you become aware that your child has provided us with personal information without your consent, please contact us at privacy@twitter.com. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account. You can find additional resources for parents and teens [here](#).

EU Safe Harbor Framework

Twitter complies with the U.S.-E.U. and U.S.-Swiss Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification, please visit the [U.S. Department of Commerce](#) website.

Changes to this Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at <https://twitter.com/privacy>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an @Twitter update or email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Effective: May 17, 201