

**SUPERIOR COURT
(CLASS ACTION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

N°.: 500-06-001196-225

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

**MOTION BY DEFENDANT, META PLATFORMS INC.,
FOR LEAVE TO ADDUCE RELEVANT EVIDENCE
(ARTS. 574 AND 575 C.C.P.)**

**TO THE HONOURABLE JUSTICE LUKASZ GRANOSIK, WHO IS DESIGNATED TO HEAR
THE PRESENT AUTHORIZATION PROCEEDINGS, DEFENDANT META PLATFORMS INC.
STATE THE FOLLOWING:**

I. INTRODUCTION

1. In anticipation of the hearing on the present authorization proceedings, defendant Meta Platforms Inc. ("**Meta**") ask the Court for permission to file relevant evidence into the Court record.
2. Through this Motion, Meta seeks to obtain focus and clarity on the issues of fact and law alleged by the Applicant, correct certain misinformation alleged by the Applicant, and ensure an appropriate examination of the criteria for authorization listed in article 575 of the *Code of Civil Procedure* ("**CCP**").

II. THE MOTION FOR AUTHORIZATION

3. On August 3, 2022, the Applicant filed the *Demande pour autorisation d'exercer une action collective et pour être représentant* ("**Motion for Authorization**").
4. In the Motion for Authorization, the Applicant requests authorization to bring a class action against Meta on behalf of the following class ("**Class**"):

« Toutes les personnes physiques qui ont utilisé Facebook à des fins personnelles, familiales ou domestiques et qui ont résidé au Québec depuis le 15 mars 2020. »

5. In the Motion for Authorization, the Applicant claims that Meta is responsible for allegedly censoring and controlling the content of certain users in an illegal manner.
6. The representative plaintiff states that the code of conduct imposed by Meta dictates to its users a way of thinking and expressing themselves, which constitutes a serious infringement of their freedom of expression.

III. THE EVIDENCE TO BE ADDUCED BY META

7. Meta has the right to a full answer and defence in the context of its contestation of the Motion for Authorization and with respect to the criteria listed at article 575 CCP, which have to be analyzed by the Court in order to determine whether the proposed class action should be authorized.
8. Meta seeks to file relevant and limited documentary evidence into the Court record in order to permit the Court to examine the authorization criteria appropriately.

(a) The Affidavit of Jennifer Pricer

9. Defendants seek to adduce the Affidavit of Ms. Jenny Pricer (“**Affidavit**”) filed in support hereof as **Exhibit MT-1**.
10. The Affidavit (Exhibit MT-1) will ensure an appropriate examination of the criteria for authorization and provide the Court with clarity on the issues of facts.
11. In the Application, the Applicant seeks to represent a class comprising Facebook users residing in Québec since March 15, 2020.
12. As appears from the Affidavit, the Applicant first created a personal Facebook account under the name “Christian Leray” on September 12, 2007, he is the administrator of the Facebook group “Réinfo Covid Québec” (now known as “Réinfo Québec”) created on June 19, 2021, and he created a second personal Facebook account under the name “Christian LerayDeux” on August 12, 2022.
13. The Affidavit is necessary to enlighten the Court with respect to the Applicant’s Facebook pages and accounts, as well as the dates of their creation.
14. The Court will be able to have a better picture of the relevant facts in order to assess whether the criteria set forth at section 575 CCP are met.

(b) Meta’s Terms of Service

15. On January 30, 2020, Meta published a statement with regards to its efforts to limit the spread of misinformation and harmful content about the Coronavirus, as it appears from **Exhibit MT-2**.

16. In order to create a Facebook profile, the user must agree to the Terms of Service, the Privacy Policy and the Cookie Use Policy, as it appears from **Exhibit MT-3**.
17. At paragraph 59 of the Motion for Authorization, the Applicant introduces in evidence Terms of Service dated July 13, 2022, and Meta's updated COVID-19 Policy filed as Exhibits P-10 and P-11. The Applicant states that the aforementioned are void and without legal effect.
18. However, the Applicant omits to allege or file in support of the Application an important component of his contractual relationship with Meta, i.e. Meta's Terms of Service at relevant times when he created his accounts and page in 2007, 2021 and 2022.
19. In response to this allegation, Meta wishes to adduce into evidence its Terms of Service dated May 24, 2007 (**Exhibit MT-4**), dated October 28, 2021 (**Exhibit MT-5**), as well as dated July 26, 2022 (**Exhibit MT-6**).
20. Meta's Terms of Service (Exhibit MT-4 to MT-6) governs the relationship between Meta and the proposed Class and is binding on the proposed Class.
21. Moreover, Meta wishes to adduce into evidence the latest updated Community Guidelines dated October 12, 2020 (**Exhibit MT-7**).
22. In light of the foregoing, Meta's Terms of Service (Exhibit MT-4 to MT-6) and Community Guidelines (Exhibit MT-7) will prove to be a useful assessment tool for the Court in evaluating the criteria of article 575 CCP.
23. In light of the foregoing, Meta therefore seeks leave to file:
 - The Affidavit of Ms. Jenny Pricer, as **Exhibit MT-1**;
 - Meta's January 30, 2020, Statement, as **Exhibit MT-2**;
 - Meta's Subscription form, as **Exhibit MT-3**;
 - Meta's Terms of Service dated May 24, 2007, as **Exhibit MT-4**;
 - Meta's Terms of Service dated October 28, 2021 as **Exhibit MT- 5**;
 - Meta's Terms of Service dated July 26, 2022, as **Exhibit MT-6**;
 - Meta's Community Guidelines dated October 12, 2020, as **Exhibit MT-7**.

IV. CONCLUSION

24. Article 574 CCP empowers the Court to authorize the presentation of appropriate evidence relevant to the analysis of the criteria set out in article 575 CCP.
25. The Relevant Evidence that Meta seek to adduce is relevant and necessary, as it will foster a better understanding by the Court of the factual context of the Application and will assist

the Court in determining whether the criteria for the authorization of the class action are met, the whole in conformity with the principle of proportionality.

26. In light of the above, the additional evidence proposed by Meta will shed light on key allegations of the Motion for Authorization and will facilitate the analysis of the article 575 CCP criteria.

WHEREFORE, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

AUTHORIZE Meta to produce in the Court's records the above-identified evidence MT-1 to MT-7, in anticipation of the authorization hearing;

THE WHOLE without costs, except in the event of contestation.

MONTREAL, this June 13, 2023

McCarthy Tétrault, s.e.n.c.r.l., s.r.l.

MCCARTHY TÉTRAULT LLP

Mtre Karine Joizil

Mtre Maude St-Georges

Mtre Charlotte Simard-Zakaïb

Lawyers for Defendant Meta Platforms Inc.

MZ400 - 1000 De La Gauchetière Street West

Montreal, QC H3B 0A2

Telephone: 514 397-4129/-4427/-7810

Fax: 514 875-6246

**ALL NOTIFICATIONS BY E-MAIL MUST BE ADDRESSED
SOLELY TO NOTIFICATION@MCCARTHY.CA**

File reference: 24930-565088

AFFIDAVIT

I, the undersigned, Charlotte Simard-Zakaïb, lawyer, exercising my profession at *McCarthy Tétrault* LLP, located at 1000 De La Gauchetière Street West, Suite MZ400, in the city and district of Montreal, province of Quebec, H3B 0A2, solemnly declare and affirm the following:

1. I am one of the lawyers of the Defendant, **Meta Platforms Inc.**, in the present case;
2. All the facts alleged in paragraphs 15 to 26 of the Motion are true.

AND I HAVE SIGNED, BY TECHNOLOGICAL MEANS, IN MONTRÉAL, THIS JUNE 13, 2023:



CHARLOTTE SIMARD-ZAKAÏB

DECLARED UNDER OATH BEFORE ME
BY TECHNOLOGICAL MEANS,
IN MONTREAL, this June 13, 2023:

Matasha Stewart # 223176

COMMISSIONER OF OATHS FOR THE PROVINCE
OF QUÉBEC

**SUPERIOR COURT
(CLASS ACTION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

N°.: 500-06-001196-225

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

NOTICE OF PRESENTATION

TO: Mtre William Desrochers
Virtulex avocats s.e.n.c.
69 Gabriel-Lacasse Street
Gatineau, QC J7A 1K2

Lawyers for Applicant

TAKE NOTICE that the *Motion by Defendant, Meta Platforms Inc., for Leave to Adduce Relevant Evidence* will be presented for adjudication before the Honourable Justice Lukasz Granosik of the Superior Court, acting as the case management judge, in and for the district of Montreal, in room 16.06 of the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, H2Y 1B6, at the date and time that it may please this honorable Court.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, this June 13, 2023

McCarthy Tétrault, s.e.n.c.r.l., s.r.l.

MCCARTHY TÉTRAULT LLP

Mtre Karine Joizil

Mtre Maude St-Georges

Mtre Charlotte Simard-Zakaïb

Lawyers for Defendant Meta Platforms Inc.

MZ400 - 1000 De La Gauchetière Street West

Montreal, QC H3B 0A2

Telephone: 514 397-4129/-4427/-7810

Fax: 514 875-6246

**ALL NOTIFICATIONS BY E-MAIL MUST BE ADDRESSED
SOLELY TO NOTIFICATION@MCCARTHY.CA**

File reference: 24930-565088

**SUPERIOR COURT
(CLASS ACTION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

N°.: 500-06-001196-225

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

LIST OF EXHIBITS

- Exhibit MT-1:** Affidavit of Ms. Jenny Pricer;
- Exhibit MT-2:** Meta's January 30, 2020, Statement;
- Exhibit MT-3:** Meta's Subscription form;
- Exhibit MT-4:** Meta's Terms of Service dated May 24, 2007;
- Exhibit MT- 5:** Meta's Terms of Service dated October 28, 2021;
- Exhibit MT-6:** Meta's Terms of Service dated July 26, 2022;
- Exhibit MT-7:** Meta's Community Guidelines dated October 12, 2020.

MONTREAL, this June 13, 2023

McCarthy Tétrault, s.e.n.c.r.l., s.r.l.

MCCARTHY TÉTRAULT LLP

Mtre Karine Joizil

Mtre Maude St-Georges

Mtre Charlotte Simard-Zakaïb

Lawyers for Defendant Meta Platforms Inc.

MZ400 - 1000 De La Gauchetière Street West

Montreal, QC H3B 0A2

Telephone: 514 397-4129/-4427/-7810

Fax: 514 875-6246

**ALL NOTIFICATIONS BY E-MAIL MUST BE ADDRESSED
SOLELY TO NOTIFICATION@MCCARTHY.CA**

File reference: 24930-565088

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

**MOTION BY DEFENDANT,
META PLATFORMS INC., FOR LEAVE
TO ADDUCE RELEVANT EVIDENCE
(ARTS. 574 AND 575 C.C.P.), AFFIDAVIT,
NOTICE OF PRESENTATION,
LIST OF EXHIBITS**

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca

**SUPERIOR COURT
(CLASS ACTION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

N°.: 500-06-001196-225

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

**BOOK OF EXHIBITS MT-1 TO MT-7 IN SUPPORT
OF THE MOTION BY DEFENDANT, META PLATFORMS INC.,
FOR LEAVE TO ADDUCE RELEVANT EVIDENCE
(ARTS. 574 AND 575 C.C.P.)**

- Exhibit MT-1:** Affidavit of Ms. Jenny Pricer;
- Exhibit MT-2:** Meta's January 30, 2020, Statement;
- Exhibit MT-3:** Meta's Subscription form;
- Exhibit MT-4:** Meta's Terms of Service dated May 24, 2007;
- Exhibit MT- 5:** Meta's Terms of Service dated October 28, 2021;
- Exhibit MT-6:** Meta's Terms of Service dated July 26, 2022;
- Exhibit MT-7:** Meta's Community Guidelines dated October 12, 2020.

MONTREAL, this June 13, 2023

McCarthy Tétrault, s.e.n.c.r.l., s.r.l.

MCCARTHY TÉTRAULT LLP

Mtre Karine Joizil

Mtre Maude St-Georges

Mtre Charlotte Simard-Zakaïb

Lawyers for Defendant Meta Platforms Inc.

MZ400 - 1000 De La Gauchetière Street West

Montreal, QC H3B 0A2

Telephone: 514 397-4129/-4427/-7810

Fax: 514 875-6246

**ALL NOTIFICATIONS BY E-MAIL MUST BE ADDRESSED
SOLELY TO NOTIFICATION@MCCARTHY.CA**

File reference: 24930-565088

**SUPERIOR COURT
(CLASS ACTION)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

No.: 500-06-001196-225

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

AFFIDAVIT OF JENNIFER PRICER

I, the undersigned, Jennifer Pricer, eDiscovery Case Manager at Meta Platforms Inc. (“**Meta**”), located at 1 Hacker Way, in the city and district of Menlo Park, CA, 94025, solemnly declare and affirm the following:

1. I have personal knowledge of the facts and matters hereinafter deposed to, except where the same are stated to be made upon information and belief, and, as to such facts, I believe the same to be true.
2. I have read the Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff (“**Application**”) and the allegations of the Applicant contained therein.
3. The Applicant seeks authorization to institute a class action on behalf of the following class:

“all individuals who have used Facebook for personal, family or household purposes and who have resided in Québec since March 15, 2020” (unofficial translation)
4. Upon in-house verifications, it appears that the Applicant first created a personal Facebook account under the name “Christian Leray” on September 12, 2007.
5. The Applicant is one of the three administrators of the Facebook group “Réinfo Covid Québec” (now known as “Réinfo Québec”) created on June 19, 2021.

6. When the Applicant became an administrator of the Facebook group "Réinfo Québec", the Community Guidelines in force were those of October 12, 2020 (Exhibit MT-2), being Meta's Community Guidelines to date.
7. The Applicant created a second personal Facebook account under the name "Christian LerayDeux" on August 12, 2022.
8. All the facts stated in my Affidavit are true.

AND I HAVE SIGNED,



JENNIFER PRICER

DECLARED UNDER OATH BEFORE ME BY
TECHNOLOGICAL MEAN, AT MONTRÉAL THIS
JUNE 13, 2023

Malisha Stewart # 223176

COMMISSIONER OF OATHS FOR THE PROVINCE
OF QUÉBEC

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-1

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca



[Back to Newsroom](#)

[Meta](#)

Keeping People Safe and Informed About the Coronavirus

December 18, 2020

By Kang-Xing Jin, Head of Health

[Jump to latest news](#)

Summary

Facebook is supporting the global public health community’s work to keep people safe and informed during the coronavirus public health crisis. We’re also working to address the long-term impacts by supporting industries in need and making it easier for people to find and offer help in their communities.

Here’s an overview of how we’re providing access to accurate information, supporting relief efforts and keeping people connected. We’ll continue to add to this post as we announce updates.

1. Ensuring everyone has access to accurate information and removing harmful content

- Connecting people to credible information on [Facebook](#), [Messenger](#), [Instagram](#) and [WhatsApp](#)
- Combating COVID-19 [misinformation](#) across our apps
- Investing [\\$100 million in the news industry](#) and supporting [fact-checkers](#)
- Prohibiting [exploitative tactics in ads](#) and banning ads for [medical face masks](#), [hand sanitizer](#), disinfecting wipes and COVID-19 test kits

2. Supporting health and economic relief efforts

- Matching [\\$20 million in donations](#) to support COVID-19 relief efforts and donating [\\$25 million to support healthcare workers](#) on the front line
- Investing [\\$100 million in small businesses](#) and making it easier for people to [support their local businesses](#)
- [Supporting global health organizations](#) with free ads and more
- Empowering partners with [data and tools](#)

3. Keeping people connected

- Making it easier for people to [request or offer help](#) in their communities ...

Yesterday we put a new policy into effect to protect people from those trying to exploit this emergency for financial gain. This means we are now prohibiting ads for products that refer to the coronavirus in ways intended to create a panic or imply that their products guarantee a cure or prevent people from contracting it. For example, ads for face masks that imply they are the only ones still available or claim that they are guaranteed to prevent the virus from spreading will not be allowed to run on our platforms.

Originally published on January 30, 2020 at 5:40PM PT:

Today, the World Health Organization (WHO) declared the coronavirus a public health emergency of international concern. As the global public health community works to keep people safe, Facebook is supporting their work in several ways, most especially by working to limit the spread of misinformation and harmful content about the virus and connecting people to helpful information. Here are some specific steps we are taking.

Limiting Misinformation and Harmful Content

Our global network of third-party fact-checkers are continuing their work reviewing content and debunking false claims that are spreading related to the coronavirus. When they rate information as false, we limit its spread on Facebook and Instagram and show people accurate information from these partners. We also send notifications to people who already shared or are trying to share this content to alert them that it's been fact-checked.

We will also start to remove content with false claims or conspiracy theories that have been flagged by leading global health organizations and local health authorities that could cause harm to people who believe them. We are doing this as an extension of our existing policies to remove content that could cause physical harm. We're focusing on claims that are designed to discourage treatment or taking appropriate precautions. This includes claims related to false cures or prevention methods — like drinking bleach cures the coronavirus — or claims that create confusion about health resources that are available. We will also block or restrict hashtags used to spread misinformation on Instagram, and are conducting proactive sweeps to find and remove as much of this content as we can.

Providing Helpful Information and Support

Our platforms are already being used to help people connect with accurate information about the situation, including from global and regional health organizations. We've been closely coordinating with leading health organizations to make this easier and more accessible for people using Facebook and Instagram.

For example, we will help people get relevant and up-to-date information from partners through messages on top of News Feed on Facebook; these will be deployed based on guidance from the WHO. When people search for information related to the virus on Facebook or tap a related hashtag on Instagram, we will surface an educational pop-up with credible information. We have also provided free advertising credits to enable organizations to run coronavirus education campaigns on Facebook and Instagram in affected regions and are discussing ways to provide additional assistance and support to health authorities.

Empowering Partners with Data Tools

We are empowering leading researchers at Harvard University's School of Public Health and National Tsing Hua University in Taiwan by sharing aggregated and anonymized mobility data and high resolution population density maps to help inform their forecasting models for the spread of the virus as part of our broader Data for Good program. We may expand these efforts to a broader set of partners in the coming weeks. We are also helping partners understand how people are talking about the issue online through tools like CrowdTangle to better inform their efforts.

Not all of these steps are fully in place. It will take some time to roll them out across our platforms and step up our enforcement methods.

We will provide updates on additional steps we are taking in coordination with global and regional partners as the situation continues to evolve.

Categories:

Company News, Integrity and Security, Meta, Safety and Expression

Tags:

Combating Misinformation, COVID-19 Response, Data for Good, False News, Health



RELATED NEWS

[Facebook](#)

Supporting Muslim Mothers

Nafisa R. uses Facebook Fundraisers to support other Muslim mothers.

April 28, 2022

Topics

Company News

Technology and Innovation

Data and Privacy

Safety and Expression

Combating Misinformation

Economic Opportunity

Election Integrity

Strengthening Communities

Diversity and Inclusion

Featured News

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-2

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca

S'inscrire



C'est rapide et facile.



Date de naissance 



Genre 

 Femme Homme Personnalisé

Les personnes qui utilisent notre service ont pu importer vos coordonnées sur Facebook. [En savoir plus.](#)

En cliquant sur S'inscrire, vous acceptez nos [Conditions générales](#), notre [Politique de confidentialité](#) et notre [Politique d'utilisation des cookies](#). Vous recevrez peut-être des notifications par texto de notre part et vous pouvez à tout moment vous désabonner.

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-3

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca

Terms of Use

Date of Last Revision: May 24, 2007.

Welcome to Facebook, a social utility that connects you with the people around you. The Facebook service and network (collectively, "Facebook" or "the Service") are operated by Facebook, Inc. and its corporate affiliates (collectively, "us", "we" or "the Company"). By accessing or using our web site at www.facebook.com or the mobile version thereof (together the "Site") or by posting a Share Button on your site, you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of Facebook. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Eligibility

Membership in the Service is void where prohibited. This Site is intended solely for users who are thirteen (13) years of age or older, and users of the Site under 18 who are currently in high school or college. Any registration by, use of or access to the Site by anyone under 13, or by anyone who is under 18 and not in high school or college, is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you are 13 or older and in high school or college, or else that you are 18 or older, and that you agree to and to abide by all of the terms and conditions of this Agreement.

Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) be fully

responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Site Content; Limited License

All content on the Site and available through the Service, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Trademarks

32665, FACEBOOK, THE FACEBOOK, FACEBOOKHIGH, FBOOK, POKE, THE WALL and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

User Conduct

You understand that except for advertising programs offered by us on the Site (e.g., Facebook Flyers, Facebook Marketplace), the Service and the Site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are of you or your friends, (ii) are taken by you or your friends, or (iii) are original art or animation created by you or your friends;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share 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;
- intimidate or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the

- rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site.
 - upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.

Without limiting any of the foregoing, you also agree to abide by our [Facebook Code of Conduct](#) that provides further information regarding the authorized conduct of users on Facebook.

User Content Posted on the Site

You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, advertisements, listings, and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to post. You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including without limitation User Content that in the sole judgment of the Company violates this Agreement or the [Facebook Code of Conduct](#), or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may retain archived copies of your User Content.

Facebook Mobile Services

The Service includes certain services that are available via your mobile phone, including (i) the ability to upload content to Facebook via your mobile phone (Mobile Uploads), (ii) the ability to receive and reply to Facebook messages, to poke and receive pokes and to write wall posts using text messaging (Mobile Texts), (iii) the ability to browse Facebook from your mobile phone (Mobile Web), and (iv) the ability to access certain Facebook features through a mobile application you have downloaded and installed on your mobile phone (Mobile Client) (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding Facebook and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

Copyright Complaints

We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the Facebook website or service any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement as described in our [Facebook Copyright Policy](#), we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent. Please see our [Facebook Copyright Policy](#) for more information on how to report infringement of your copyright.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites and Content

The Site contains (or you may be sent through the Site or the Service) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures,

designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

Share Service

Company offers a feature whereby users of the Site can share with others or post to their own member profile, videos, articles and other Third Party Applications, Software or Content from, and/or links to, Third Party Sites through the Service (the "Share Service"). You acknowledge and agree that your use of the Share Services and all links, User Content or Third Party Applications, Software or Content shared through the Share Service is subject to, and will fully comply with the user conduct rules set forth above and the other terms and conditions set forth in these Terms of Use.

Use of Share Links by Online Content Providers

Subject to the terms and conditions of these Terms of Use, Third Party Sites that meet the requirements set forth below may place a Share Link (as described below), in the form approved by Company, on pages of their web sites to facilitate use of the Share Service. A Third Party Site that posts a Share Link on its web site is referred to herein as an "Online Content Provider" and shall abide and be subject to the applicable sections of these Terms of Use. A "Share Link" is a button and/or a text link appearing on an Online Content Provider's web page that, upon being clicked by a user, enables us to launch a sharing mechanism through which users can share with others or post to their own member profile, links and content from that page.

In the event that the Share Link is a button that contains any icons or other graphic images, trademarks or other proprietary materials of the Company, Online Content Provider is granted permission to use such images, trademarks or other materials solely for the purpose of placing the Share Link on Online Content Provider's site and solely in the current form provided by the Company. In the event that the Share Link is a text link,

it must include the word "Facebook" as part of the link. The rights granted in this paragraph may be revoked by Company at any time with or without cause in its sole discretion, and upon such termination, Online Content Provider agrees to immediately remove all Share Links from its site.

In order for an Online Content Provider to include a Share Link on its pages, the Third Party Site must not contain any web content that if shared or posted by a user would be a violation of the user conduct rules set forth above. Without limiting the foregoing, Online Content Provider agrees not to post a Share Link on any web site that contains, and represents and warrants that such web site does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose Company or its users to any harm or liability of any type. Upon including of a Share Link, Online Content Provider agrees to defend, indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such Share Link, any links, content or other items or materials which may be shared or posted through such Share Link, or any breach or alleged breach of the foregoing representations and warranties.

By including a Share Link, Online Content Provider automatically grants, and represents and warrants that it has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use the Share Service in order to link to, use, copy, publish, stream, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), summarize, and distribute the content, links and other materials of any kind residing on any web pages on which Online Content Provider places the Share Link.

Facebook Marketplace

All listings posted on or through the Facebook Marketplace service and all transactions conducted in connection therewith are subject to and governed by the [Facebook Marketplace Guidelines](#) (the "Guidelines") as well as these Terms of Use. When you use Facebook Marketplace in any manner you are agreeing to abide by and be subject to the Guidelines and the other applicable rules set forth in these Terms of Use. The Guidelines are subject to change without prior notice at any time, in the Company's sole discretion, so you should review the Guidelines each time you use Facebook Marketplace. Parties to a transaction are solely responsible for all interactions with each other, for arranging for payment and the exchange of the goods or services purchased if applicable, and for the results and performance of any transaction or relationship entered into through Facebook Marketplace. You acknowledge that Facebook is not responsible or liable for any action or inaction of any party to a transaction, for any failure to perform, to pay any amounts due, or to deliver any merchandise or services as promised, or for any other aspect of the transaction. Any fees or payments collected by Facebook applicable to Facebook Marketplace are set forth on the Site, and all terms and conditions applicable to such fees

are set forth in the [Facebook Terms of Sale](#) However, please note that the Terms of Sale do not apply to your purchases of products or services from third parties through Facebook Marketplace, as those transactions are strictly between you and the other party to the transaction. ALL USE OF FACEBOOK MARKETPLACE IS PROVIDED "AS IS" AND AT YOUR OWN RISK.

Facebook Platform Applications

The Facebook Platform is a set of APIs and services provided by Facebook that enable third-party developers ("Platform Developers") to create websites and applications that retrieve data made available by Facebook and its users and/or that retrieve authorized data from third-party sites for use on the Facebook Site ("Platform Applications").

Platform Developers may use the Facebook Platform and create Platform Applications only in accordance with the terms and conditions set forth in an agreement entered into between Facebook and the Platform Developer ("Developer Terms"). Our standard Developer Terms consist of the [Facebook Developer Terms of Service](#) and the related [Facebook Platform Application Guidelines](#). We may from time to time enter into separate agreements with certain third party Platform Developers that contain different or additional terms, provided however, that each such separate agreement will require the third party Platform Developer to only display your information in accordance with your [Facebook privacy settings](#). The standard Developer Terms are subject to change without prior notice at any time, in the Company's sole discretion, so you should review these documents from time to time. ALL USE OF THE FACEBOOK PLATFORM IS PROVIDED "AS IS" AND AT YOUR OWN RISK.

Users who install Platform Applications must agree to the terms and conditions set forth in the [Platform Application Terms of Use](#) ("Application User Terms") and in these Terms of Use. The Application User Terms are subject to change without prior notice at any time, in the Company's sole discretion, so you should review these terms each time you install an application and from time to time. Platform Developers may require you to agree to their own terms of service, privacy policies and/or other policies as a condition of using Platform Applications. Platform Applications have not been approved, endorsed, or reviewed in any manner by Facebook, and we are not responsible for your use of or inability to use any Platform Applications, including without limitation the content, accuracy, or reliability of such Application and the privacy practices or other policies of Developers. YOU USE SUCH PLATFORM APPLICATIONS AT YOUR OWN RISK.

If you, your friends or members of your network use any Platform Applications, such Platform Applications may access and share certain information about you with others in accordance with your privacy settings as further described in our [Privacy Policy](#). Platform Developers are required to agree to restrictions on access, storage and use of such information. However, while we have undertaken contractual and technical steps to restrict possible misuse of such information by such Platform Developers, we do not screen or approve Developers, and we cannot and do not guarantee that all Platform Developers will abide by such restrictions and agreements. Certain actions you take

through the Platform Applications may be displayed to your friends in your profile, mini-feed and news feed, and you may opt-out of displaying your Platform Application actions on the Privacy Settings page. Please report any suspected misuse of information through the Facebook Platform as described in our [Privacy Policy](#).

You may set your preferences for your news feed and mini-feed [here](#).

Terms of Sale

Please refer to our [Terms of Sale](#) for the terms, conditions and policies applicable to your purchase of products or services from Company. By ordering products or services from Company through the Site, you agree to be bound by and accept the Terms of Sale. The Terms of Sale are subject to change without prior notice at any time, in Company's sole discretion so you should review the Terms of Sale each time you make a purchase.

User Disputes

You are solely responsible for your interactions with other Facebook users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

Privacy

We care about the privacy of our users. Click [here](#) to view the Facebook's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

Disclaimers

The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted on the Site or in connection with the Service, whether posted or caused by users of the Site, by Facebook, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Company 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, User communications. The Company is not responsible for any technical malfunction

or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including without limitation any Mobile Client software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

THE SITE, THE SERVICE (INCLUDING THE MOBILE SERVICES, THE SHARE SERVICE AND THE MARKETPLACE SERVICE), ANY PLATFORM APPLICATIONS AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE AND/OR ANY PLATFORM APPLICATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services and Platform Applications offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

Limitation on Liability

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'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 COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site or through any Platform Application and/or prohibit you from using or accessing the Service or the Site or any Platform Application (or any portion, aspect or feature of the Service or the Site or any Platform Application) for any reason, or no reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 13, or under 18 and not in high school or college. When we are notified that a user has died, we will generally, but are not obligated to, keep the user's account active under a special memorialized status for a period of time determined by us to allow other users to post and view comments.

Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of

our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California.

Arbitration

YOU AND COMPANY AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE SITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that: (a) to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth above or in the Code of Conduct then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought; and (b) no disputes or claims relating to any transactions you enter into with a third party through the Facebook Marketplace may be arbitrated.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than three (3) years after the cause of action arose.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the Site (including without limitation through the Share Service), your use of the Service or the Site, your conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Company are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Other

These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site and/or the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Questions

Please visit our [Help](#) page for more information.

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-4

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents


Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2


Tel. : 514 397-4100

Fax : 514 875-6246


Notification@mccarthy.ca

1. The services we provide

 2. How our services are funded

 3. Your commitments to Facebook and our community

 4. Additional provisions

 5. Other terms and policies that may apply to you

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

The Facebook company is now Meta. While our company name is changing, we are continuing to offer the same products, including the Facebook app from Meta. Our Data Policy and Terms of Service remain in effect, and this name change does not affect how we use or share data. [Learn more about Meta](#) and our vision for the metaverse.

Terms of Service

TERMS OF SERVICE

Welcome to Facebook!

Facebook builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of Facebook, Messenger, and the other products, features, apps, services, technologies, and software we offer (the [Facebook Products](#) or [Products](#)), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Facebook, Inc.

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

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

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



1. The services we provide

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

Provide a personalized experience for you:

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

Connect you with people and organizations you care about:

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

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

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

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

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

Combat harmful conduct and protect and support our community:

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

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

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

Research ways to make our services better:

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

Provide consistent and seamless experiences across the Facebook Company Products:

Our Products help you find and connect with people, groups, businesses,

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

Enable global access to our services:

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

 [Return to top](#)

2. How our services are funded

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

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

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

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

 [Return to top](#)

3. Your commitments to Facebook and our community

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

1. Who can use Facebook

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

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

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

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

2. What you can share and do on Facebook

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

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

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

2. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.

3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

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

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

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

3. The permissions you give us

We need certain permissions from you to provide our services:

1. Permission to use content you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

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

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

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

You can delete content individually or all at once by deleting your account. Learn more about how to delete your account. You can download a copy of your data at any time before deleting your account.

When you delete content, it’s no longer visible to other users, however it may continue to exist elsewhere on our systems where:

- immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
- your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
- where immediate deletion would restrict our ability to:

- investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
- comply with a legal obligation, such as the preservation of evidence; or
- comply with a request of a judicial or administrative authority, law enforcement or a government agency;

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

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

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

4. Limits on using our intellectual property

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



4. Additional provisions

1. Updating our Terms

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

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

2. Account suspension or termination

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

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can [learn more](#) about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

If you delete or we disable your account, these Terms shall terminate as an

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

3. Limits on liability

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

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

4. Disputes

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

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

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Facebook, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek [disclosure](#) from your account after it is memorialized.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.



[Return to top](#)

5. Other terms and policies that may apply to you

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

- Music Guidelines: These guidelines outline the policies that apply if you post or share content containing music on Facebook.
- Live Policies: These policies apply to all content broadcast to Facebook Live.

Date of Last Revision: October 22, 2020

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-5

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca

The Facebook company is now Meta. We've updated our Terms of Use, Data Policy, and Cookies Policy to reflect the new name on January 4, 2022. While our company name has changed, we are continuing to offer the same products, including the Facebook app from Meta. Our Data Policy and Terms of Service remain in effect, and this name change does not affect how we use or share data. [Learn more about Meta](#) and our vision for the metaverse.

Terms of Service

Meta builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of Facebook, Messenger, and the other products, features, apps, services, technologies, and software we offer (the [Meta Products](#) or [Products](#)), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Meta Platforms, Inc.

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

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

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



1. The services we provide

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

Provide a personalized experience for you:

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

Connect you with people and organizations you care about:

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

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

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

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

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

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

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

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

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

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

Research ways to make our services better:

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

Provide consistent and seamless experiences across the Meta Company Products:

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

Ensuring access to our services:

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

 [Return to top](#)

2. How our services are funded

Instead of paying to use Facebook and the other products and services we offer, by using the Facebook Products covered by these Terms, you agree that we can show you ads that

businesses and organizations pay us to promote on and off the [Facebook Company Products](#). We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.

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

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

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

 [Return to top](#)

3. Your commitments to Facebook and our community

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

1. Who can use Facebook

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

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

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

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

2. What you can share and do on Meta Products

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

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

- That violates these Terms, the Community Standards, or other terms and policies that apply to your use of our Products.

- That is unlawful, misleading, discriminatory or fraudulent (or assists someone else in using our Products in such a way).
 - That you do not own or have the necessary rights to share.
 - That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another's copyright or trademark, or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.
2. You may not upload viruses or malicious code, use the services to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our services, systems, or Products.
 3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.
 4. You may not proxy, request, or collect Product usernames or passwords, or misappropriate access tokens.
 5. You may not sell, license, or purchase any data obtained from us or our services, except as provided in the Platform Terms.
 6. You may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.

We can remove or restrict access to content that is in violation of these provisions. We can also suspend or disable your account for conduct that violates these provisions, as provided in Section 4.B.

If we remove content that you have shared in violation of the Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. For information on account suspension or termination, see Section 4.B below.

To help support our community, we encourage you to report content or

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

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

3. The permissions you give us

We need certain permissions from you to provide our services:

1. [Permission to use content you create and share](#): Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

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

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

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

You can delete individual content you share, post, and upload at any time. In addition, all content posted to your personal account

will be deleted if you delete your account. [Learn more](#) about how to delete your account. Account deletion does not automatically delete content that you post as an admin of a page or content that you create collectively with other users, such as photos in Shared Albums which may continue to be visible to other album members.

It may take up to 90 days to delete content after we begin the account deletion process or receive a content deletion request. If you send content to trash, the deletion process will automatically begin in 30 days unless you chose to delete the content sooner. While the deletion process for such content is being undertaken, the content is no longer visible to other users. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

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

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

in which case, the content will be retained for no longer than is

necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

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

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

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our [Brand Usage Guidelines](#) or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, translate, create derivative works of, decompile, or reverse engineer our products or their components, or otherwise attempt to extract source code from us, unless an exception or limitation applies under applicable law or your conduct relates to the [Meta Bug Bounty Program](#).



4. Additional provisions

1. Updating our Terms

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

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

2. Account suspension or termination

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

If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular the Community Standards, we may suspend or permanently disable your access to Meta Company Products, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

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

Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can [learn more](#) about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

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

3. Limits on liability

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

We cannot predict when issues might arise with our Products.

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

4. Disputes

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

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

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Meta Platforms, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed and the remaining portion will remain in full force and effect. If we fail to enforce any of these

Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.

4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. If you enable it in your settings, only your legacy contact or a person who you have identified in a valid will or similar legal document expressing clear consent to disclose your content to that person upon death or incapacity will be able to seek limited disclosure of information from your account after it is memorialized.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. We may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

 [Return to top](#)

5. Other terms and policies that may apply to you

- Community Standards: These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Meta Products.

- Commercial Terms: These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
- Community Payment Terms: These terms apply to payments made on or through Meta Products.
- Commerce Policies: These guidelines outline the policies that apply when you offer products or services for sale on Facebook, Instagram, and WhatsApp.
- Music Guidelines: These guidelines outline the policies that apply if you post or share content containing music on any Meta Products.
- Advertising Policies: These policies apply to partners who advertise across the Meta Products and specify what types of ad content are allowed by partners who advertise across the Meta Products.
- Self-Serve Ad Terms: These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
- Facebook Pages, Groups and Events Policy: These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.
- Meta Platform Policy: These terms apply to the use of the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others to develop functionality, retrieve data from MetaProducts, or provide data to us.
- Developer Payment Terms: These terms apply to developers of applications that use Facebook Payments.
- Meta Brand Resources: These guidelines outline the policies that apply to use of Meta trademarks, logos, and screenshots.
- Recommendations Guidelines: The Facebook Recommendations Guidelines and Instagram Recommendations Guidelines outline our standards for recommending and not recommending content.
- Live Policies: These policies apply to all content broadcast to Facebook Live.

Date of Last Revision: July 26, 2022

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-6

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca

Search the Community

PART
I.[Introduction](#)

Violence and Criminal Behavior

▼ **I. Violence and Criminal Behavior**

1. [Violence and Incitement](#)
2. [Dangerous Individuals and Organizations](#)
3. [Coordinating Harm and Publicizing Crime](#)
4. [Regulated Goods](#)
5. [Fraud and Deception](#)

> **II. Safety**

> **III. Objectionable Content**

> **IV. Integrity and Authenticity**

> **V. Respecting Intellectual Property**

> **VI. Content-Related Requests**

> **Additional Information**

1. Violence and Incitement

We aim to prevent potential offline harm that may be related to content on Facebook. While we understand that people commonly express disdain or disagreement by threatening or calling for violence in non-serious ways, we remove language that incites or facilitates serious violence. We remove content, disable accounts, and work with law enforcement when we believe there is a genuine risk of physical harm or direct threats to public safety. We also try to consider the language and context in order to distinguish casual statements from content that constitutes a credible threat to public or personal safety. In determining whether a threat is credible, we may also consider additional information like a person's public visibility and the risks to their physical safety.

In some cases, we see aspirational or conditional threats directed at terrorists and other violent actors (e.g. Terrorists deserve to be killed), and we deem those non credible absent specific evidence to the contrary.

[READ MORE](#)

2. Dangerous Individuals and Organizations

In an effort to prevent and disrupt real-world harm, we do not allow any organizations or individuals that proclaim a violent mission or are engaged in violence to have a presence on Facebook. This includes organizations or individuals involved in the following:

- Terrorist activity
- Organized hate
- Mass murder (including attempts) or multiple murder

- Human trafficking
- Organized violence or criminal activity

We also remove content that expresses support or praise for groups, leaders, or individuals involved in these activities. Learn more about our work to fight terrorism online [here](#).

[READ MORE](#)

3. Coordinating Harm and Publicizing Crime

In an effort to prevent and disrupt offline harm and copycat behavior, we prohibit people from facilitating, organizing, promoting, or admitting to certain criminal or harmful activities targeted at people, businesses, property or animals. We allow people to debate and advocate for the legality of criminal and harmful activities, as well as draw attention to harmful or criminal activity that they may witness or experience as long as they do not advocate for or coordinate harm.

[READ MORE](#)

4. Regulated Goods

To encourage safety and compliance with common legal restrictions, we prohibit attempts by individuals, manufacturers, and retailers to purchase, sell, or trade non-medical drugs, pharmaceutical drugs, and marijuana. We also prohibit the purchase, sale, gifting, exchange, and transfer of firearms, including firearm parts or ammunition, between private individuals on Facebook. Some of these items are not regulated everywhere; however, because of the borderless nature of our community, we try to enforce our policies as consistently as possible. Firearm stores and online retailers may promote items available for sale off of our services as long as those retailers comply with all applicable laws and regulations. We allow discussions about sales of firearms and firearm parts in stores or by online retailers and advocating for changes to firearm regulation. Regulated goods that are not prohibited by our Community Standards may be subject to our more stringent [Commerce Policies](#).

[READ MORE](#)

5. Fraud and Deception

In an effort to prevent and disrupt harmful or fraudulent activity, we remove content aimed at deliberately deceiving people to gain an unfair advantage or deprive another of money, property, or legal right. However, we allow people to raise awareness and educate others as well as condemn these activities using our platform.

[READ MORE](#)



[Introduction](#)

[II. Safety](#)



Search the Community



[Introduction](#)

▼ [I. Violence and Criminal Behavior](#)

1. Violence and Incitement

[2. Dangerous Individuals and Organizations](#)

[3. Coordinating Harm and Publicizing Crime](#)

[4. Regulated Goods](#)

[5. Fraud and Deception](#)

▶ [II. Safety](#)

▶ [III. Objectionable Content](#)

▶ [IV. Integrity and Authenticity](#)

▶ [V. Respecting Intellectual Property](#)

▶ [VI. Content-Related Requests](#)

▶ [Additional Information](#)

1. Violence and Incitement

Policy Rationale

We aim to prevent potential offline harm that may be related to content on Facebook. While we understand that people commonly express disdain or disagreement by threatening or calling for violence in non-serious ways, we remove language that incites or facilitates serious violence. We remove content, disable accounts, and work with law enforcement when we believe there is a genuine risk of physical harm or direct threats to public safety. We also try to consider the language and context in order to distinguish casual statements from content that constitutes a credible threat to public or personal safety. In determining whether a threat is credible, we may also consider additional information like a person's public visibility and the risks to their physical safety.

In some cases, we see aspirational or conditional threats directed at terrorists and other violent actors (e.g. Terrorists deserve to be killed), and we deem those non credible absent specific evidence to the contrary.



Do not post:

Threats that could lead to death (and other forms of high-severity violence) targeting people or places where threat is defined as any of the following:

- Statements of intent to commit high-severity violence; or
- Calls for high-severity violence including content where no target is specified but a symbol represents the target and/or includes a visual of an armament to represent violence; or
- Statements advocating for high-severity violence; or
- Aspirational or conditional statements to commit high-severity violence

Content that asks or offers services for hire to kill others (for example, hitmen, mercenaries, assassins) or advocates for the use of a hitman, mercenary or assassin against a target.

Admissions, statements of intent or advocacy, calls to action, or aspirational or conditional statements to kidnap a target.

Threats that lead to serious injury (mid-severity violence) towards private individuals, unnamed specified persons, minor public figures, high risk persons, or high risk groups where threat is defined as any of the following:

- Statements of intent to commit violence; or
- Statements advocating violence; or
- Calls for mid-severity violence including content where no target is specified but a symbol represents the target; or
- Aspirational or conditional statements to commit violence; or
- Content about other target(s) apart from private individuals, minor public figures, high risk persons, or high risk groups and any credible:
 - Statements of intent to commit violence; or
 - Calls for action of violence; or
 - Statements advocating for violence; or
 - Aspirational or conditional statements to commit violence

Threats that lead to physical harm (or other forms of lower-severity violence) towards private individuals (self-reporting required) or minor public figures where threat is defined as any of the following:

- Private individuals (name and/or face match are required) or minor public figures that includes:
 - Statements of intent, calls for action, advocating, aspirational or conditional statements to commit low-severity violence

Imagery of private individuals or minor public figures that has been manipulated to include threats of violence either in text or pictorial (adding bulls eye, dart, gun to head, etc.)

Content that exposes the identity or locations affiliated with any individual who is alleged to be a member of a designated and recognizable at-risk group, share familial and/or romantic relationships with a member of an at-risk group or have performed professional activities in support of an at-risk group (except for political figures).

Instructions on how to make or use weapons if there's evidence of a goal to seriously injure or kill people, through:

- Language explicitly stating that goal, or
- Photos or videos that show or simulate the end result (serious injury or death) as part of the instruction
- Unless the aforementioned content is shared as part of recreational self defense, for military training purposes, commercial video games, or news coverage (posted by Page or with news logo)

Providing instructions on how to make or use explosives:

- Unless there is clear context that the content is for a non-violent purpose (for example part of commercial video games, clear scientific/educational purpose, fireworks, or specifically for fishing)

Any content containing statements of intent, calls for action, conditional or aspirational statements, or advocating for violence due to voting, voter registration, or the administration of outcome of an election

Misinformation and unverifiable rumors that contribute to the risk of imminent violence or physical harm.

Statements of intent or advocacy, calls to action, or aspirational or conditional statements to bring weapons to locations, including but not limited to places of worship, educational facilities polling places, or locations used to count votes or administer an election (or encouraging others to do the same).

For the following content, we may require more information and/or context in order to enforce

- Threats against election officials

[2. Dangerous Individuals and Organizations](#)



Search the Community



[Introduction](#)

▼ [I. Violence and Criminal Behavior](#)

[1. Violence and Incitement](#)

[2. Dangerous Individuals and Organizations](#)

[3. Coordinating Harm and Publicizing Crime](#)

[4. Regulated Goods](#)

[5. Fraud and Deception](#)

▶ [II. Safety](#)

▶ [III. Objectionable Content](#)

▶ [IV. Integrity and Authenticity](#)

▶ [V. Respecting Intellectual Property](#)

▶ [VI. Content-Related Requests](#)

▶ [Additional Information](#)

2. Dangerous Individuals and Organizations

Policy Rationale

In an effort to prevent and disrupt real-world harm, we do not allow any organizations or individuals that proclaim a violent mission or are engaged in violence to have a presence on Facebook. This includes organizations or individuals involved in the following:

- Terrorist activity
- Organized hate
- Mass murder (including attempts) or multiple murder
- Human trafficking
- Organized violence or criminal activity

We also remove content that expresses support or praise for groups, leaders, or individuals involved in these activities. Learn more about our work to fight terrorism online [here](#).



We do not allow the following people (living or deceased) or groups to maintain a presence (for example, have an account, Page, Group) on our platform:

Terrorist organizations and terrorists, which include:

- Any non-state actor that:
 - Engages in, advocates, or lends substantial support to purposive and planned acts of violence,
 - Which causes or attempts to cause death, injury or serious harm to civilians, or any other person not taking direct part in the hostilities in a situation of armed conflict, and/or significant damage to property linked to death, serious injury or serious harm to civilians
 - With the intent to coerce, intimidate and/or influence a

- civilian population, government, or international organization
- In order to achieve a political, religious, or ideological aim.

Hate organizations and their leaders and prominent members

- A hate organization is defined as:
 - Any association of three or more people that is organized under a name, sign, or symbol and that has an ideology, statements, or physical actions that attack individuals based on characteristics, including race, religious affiliation, nationality, ethnicity, gender, sex, sexual orientation, serious disease or disability.

Mass and multiple murderers (including attempts)

- We consider a homicide to be a mass murder if it results in three or more deaths in one incident
- We consider an attempted mass murder to be one where an individual uses a weapon or vehicle to attempt mass harm in a public space or against more than one person
- We consider any individual who has committed two or more murders over multiple incidents or locations a multiple murderer

Human trafficking groups and their leaders

- Human trafficking groups are organizations responsible for any of the following:
 - Prostitution of others, forced/bonded labor, slavery, or the removal of organs
 - Recruiting, transporting, transferring, detaining, providing, harboring, or receiving a minor, or an adult against their will

Criminal organizations and their leaders and prominent members

- A criminal organization is defined as:
 - Any association of three or more people that is united under a name, color(s), hand gesture(s) or recognized indicia, that has engaged in or threatens to engage in criminal activity, including (but not limited to)
 - Homicide
 - Drug trafficking
 - Arms trafficking
 - Identity theft
 - Money laundering
 - Extortion or trafficking
 - Assault
 - Kidnapping
 - Sexual exploitation (covered in [section 7](#) and [section 8](#))

We do not allow symbols that represent any of the above organizations or individuals to be shared on our platform without context that condemns or neutrally discusses the content.

We do not allow content that praises any of the above organizations or individuals or any acts committed by them.

We do not allow coordination of support for any of the above organizations or individuals or any acts committed by them.

We do not allow content that praises, supports, or represents events that Facebook designates as terrorist attacks, hate events, mass murders or attempted mass murders, serial murders, hate crimes and violating events.



1. Violence and Incitement

3. Coordinating Harm and Publicizing
Crime





Accept cookies from Facebook on this browser?

We use cookies to help personalize and improve content and services, serve relevant ads and provide a safer experience. You can review your cookie controls at any time. Learn more about cookie uses and controls in our [Cookie Policy](#).

Manage Data Settings

Accept All

Introduction

I. Violence and Crim Behavior

1. Violence and Incitement

2. Dangerous Individuals and Organizations

3. Coordinating Harm and Publicizing Crime

4. Regulated Goods

5. Fraud and Deception

II. Safety

III. Objectionable Content

IV. Integrity and Authenticity

V. Respecting Intellectual Property

VI. Content-Related Requests

Additional Information

n and Publici
e

Policy Rationale

In an effort to prevent and disrupt offline harm and copycat behavior, we prohibit people from facilitating, organizing, promoting, or admitting to certain criminal or harmful activities targeted at people, businesses, property or animals. We all people to debate and advocate for the legality of criminal an harmful activities, as well as draw attention to harmful or cri activity that they may witness or experience as long as they not advocate for or coordinate harm.



Do not post content that falls into the following catego

Harm against people

Depicting, admitting to or promoting the following acts com by you or your associates:

- Acts of physical harm against humans, including acts of domestic violence, except when shared in a context of redemption or defense of self or another person

Statements of intent, calls to action, representing, supportin advocating for, or depicting, admitting to or speaking positiv about, the following acts committed by you or your associat

- Swatting

Depicting, promoting, advocating for or encouraging:

- Participation in a high risk viral challenge

Search the Community



[Introduction](#)

▼ [I. Violence and Criminal Behavior](#)

- [1. Violence and Incitement](#)
- [2. Dangerous Individuals and Organizations](#)
- [3. Coordinating Harm and Publicizing Crime](#)

[4. Regulated Goods](#)

- [5. Fraud and Deception](#)

> [II. Safety](#)

> [III. Objectionable Content](#)

> [IV. Integrity and Authenticity](#)

> [V. Respecting Intellectual Property](#)

> [VI. Content-Related Requests](#)

> [Additional Information](#)

4. Regulated Goods

Policy Rationale

To encourage safety and compliance with common legal restrictions, we prohibit attempts by individuals, manufacturers, and retailers to purchase, sell, or trade non-medical drugs, pharmaceutical drugs, and marijuana. We also prohibit the purchase, sale, gifting, exchange, and transfer of firearms, including firearm parts or ammunition, between private individuals on Facebook. Some of these items are not regulated everywhere; however, because of the borderless nature of our community, we try to enforce our policies as consistently as possible. Firearm stores and online retailers may promote items available for sale off of our services as long as those retailers comply with all applicable laws and regulations. We allow discussions about sales of firearms and firearm parts in stores or by online retailers and advocating for changes to firearm regulation. Regulated goods that are not prohibited by our Community Standards may be subject to our more stringent [Commerce Policies](#).



Do not post:

Firearms

Content that

- Attempts to buy, sell, trade, donate, gift or solicit firearms, firearm parts, ammunition, explosives, or lethal enhancements between private individuals, unless posted by a real brick-and-mortar store, legitimate website, brand or government agency (e.g. police department, fire department)
- Provides access to 3D printing or computer aided manufacturing instructions for firearms or firearms parts even when posted by brick and mortar stores, brands and legitimate websites.

Non-medical drugs:

Content that

- Attempts to buy, sell, trade, donate, gift, or solicit non-medical drugs
- Admits to buying or trading non-medical drugs by the poster of the content by themselves or through others
- Admits to personal use without acknowledgment of or reference to recovery, treatment, or other assistance to combat usage
- Speaks positively, encourages, coordinates or provides instructions for use or make of non-medical drugs

Marijuana and pharmaceutical drugs:

- Content that attempts to buy, sell, trade, donate, gift, or solicit marijuana or pharmaceutical drugs

Alcohol / Tobacco:

- Content that attempts to buy, sell, trade, donate or gift alcohol or tobacco products and is not posted by a Page, Group, or Instagram Profile representing a real brick and mortar store, legitimate website or brand

Endangered species:

Content that

- Attempts to buy, sell, trade, donate, gift, or solicit endangered species or their parts
- Admits to poaching, buying or trading of endangered species and their parts committed by the poster of the content either by themselves or through others
- Depicts poaching of endangered species and their parts committed by the poster of the content by themselves or through others
- Speaks positively, coordinates or encourages the poaching of endangered species and their parts
- Provides instructions to use or make products from endangered species and their parts

Live non-endangered animals:

- Content that attempts to buy, sell or trade live non-endangered animals between private individuals.

Human blood:

- Content that attempts to buy, sell, or trade human blood
- Content that solicits human blood unless for a donation or a gift

Weight loss products:

- Content about weight loss that contains a miracle claim and attempts to buy, sell, trade, donate, or gift weight loss products or supplements

Historical artifacts:

- Content that attempts to buy, sell, trade, donate, gift or solicit historical artifacts



For the following content, we restrict visibility to adults twenty-one years of age and older:

Firearms

- Content posted by or promoting a brick-and-mortar store, legitimate website, brand, or government agency which attempts to buy, sell, trade, donate or gift firearms, firearm parts, ammunition, explosives, or lethal enhancements.



For the following content, we restrict visibility to adults eighteen years of age and older:

Alcohol / Tobacco:

- Content posted by or promoting a brick and mortar store, legitimate website or brand, which attempts to buy, sell, trade, donate or gift of alcohol or tobacco products off of Facebook's services

Bladed weapons:

- Content which attempts to buy, sell, trade, donate or gift bladed weapons.

Weight loss products:

Content that

- Attempts to buy, sell, trade, donate or gift weight loss products
- Admits to or depicts using a weight loss product, unless in condemnation
- Speaks positively, coordinates, or encourages the use of weight loss products
- Provides instructions to use or make weight loss products

Potentially dangerous cosmetic procedures:

Content that

- Attempts to buy, sell, trade, donate or gift a potentially dangerous cosmetic procedure
- Admits to or depicts using a potentially dangerous cosmetic procedure, unless in condemnation
- Speaks positively, coordinates, or encourages the use of a potentially dangerous cosmetic procedure
- Provides instructions to use or perform a potentially dangerous cosmetic procedure



[3. Coordinating Harm and Publicizing Crime](#)

[5. Fraud and Deception](#)



Search the Community



[Introduction](#)

▼ [I. Violence and Criminal Behavior](#)

- [1. Violence and Incitement](#)
- [2. Dangerous Individuals and Organizations](#)
- [3. Coordinating Harm and Publicizing Crime](#)
- [4. Regulated Goods](#)

[5. Fraud and Deception](#)

▶ [II. Safety](#)

▶ [III. Objectionable Content](#)

▶ [IV. Integrity and Authenticity](#)

▶ [V. Respecting Intellectual Property](#)

▶ [VI. Content-Related Requests](#)

▶ [Additional Information](#)

5. Fraud and Deception

Policy Rationale

In an effort to prevent and disrupt harmful or fraudulent activity, we remove content aimed at deliberately deceiving people to gain an unfair advantage or deprive another of money, property, or legal right. However, we allow people to raise awareness and educate others as well as condemn these activities using our platform.



Do not post:

Content that engages in, promotes, encourages, facilitates, or admits to the following activities:

- Offering, solicitation and trade of:
 - Goods/property purchased with stolen financial information
 - Future exam papers or answer sheets where answers are not meant to be widely shared
 - Educational and professional certificates
 - Credentials for paid subscription services
 - Fake user reviews
 - Fake or manipulated documents, e.g. coupons, medical prescriptions
 - Fake or counterfeit currency
- Offering or selling of personally identifiable information
- Coordination or facilitation of betting manipulation, e.g. match fixing
- Recruitment of workforce for the purpose of fraudulent activities, e.g. Social Security Number (SSN) scams
- Other forms of deception aimed at depriving people of money or property such as:
 - Confidence schemes, e.g. romance/military impersonation scams

- Ponzi schemes or Pyramid schemes
- Setting up false businesses or entities
- Investment schemes with promise of high rates of return

- Bribery
- Embezzlement
- Money laundering (concealment of the origins of criminally obtained money)
- Charity scams or fake fundraising campaigns
- Debt Relief or Credit Repair Scam



4. Regulated Goods

Search the Community



PART
II.

[Introduction](#)

> [I. Violence and Criminal Behavior](#)

▼ [II. Safety](#)

[6. Suicide and Self-Injury](#)

[7. Child Sexual Exploitation, Abuse and Nudity](#)

[8. Sexual Exploitation of Adults](#)

[9. Bullying and Harassment](#)

[10. Human Exploitation](#)

[11. Privacy Violations and Image Privacy Rights](#)

> [III. Objectionable Content](#)

> [IV. Integrity and Authenticity](#)

> [V. Respecting Intellectual Property](#)

> [VI. Content-Related Requests](#)

> [Additional Information](#)

Safety

6. Suicide and Self-Injury

In an effort to promote a safe environment on Facebook, we remove content that encourages suicide or self-injury, including certain graphic imagery, real-time depictions, and fictional content that [experts tell us](#) might lead others to engage in similar behavior. Self-injury is defined as the intentional and direct injuring of the body, including self-mutilation and eating disorders. We want Facebook to be a space where people can share their experiences, raise awareness about these issues, and seek support from one another, which is why we allow people to discuss suicide and self-injury.

We work with organizations around the world to provide assistance to people in distress. We also talk to experts in suicide and self-injury to help inform our policies and enforcement. For example, we have been advised by experts that we should not remove live videos of self-injury while there is an opportunity for loved ones and authorities to provide help or resources.

In contrast, we remove any content that identifies and negatively targets victims or survivors of self-injury or suicide seriously, humorously, or rhetorically.

[Learn more about our suicide and self-injury policies and the resources that we provide.](#)

[READ MORE](#)

7. Child Sexual Exploitation, Abuse and Nudity

We do not allow content that sexually exploits or endangers children. When we become aware of apparent child exploitation, we report it to the National Center for Missing and Exploited Children (NCMEC), in compliance with applicable law. We know

that sometimes people share nude images of their own children with good intentions; however, we generally remove these images because of the potential for abuse by others and to help avoid the possibility of other people reusing or misappropriating the images.

We also work with external experts, including the [Facebook Safety Advisory Board](#), to discuss and improve our policies and enforcement around online safety issues, especially with regard to children. Learn more about the [new technology we're using to fight against child exploitation](#).

[READ MORE](#)

8. Sexual Exploitation of Adults

We recognize the importance of Facebook as a place to discuss and draw attention to sexual violence and exploitation. We believe this is an important part of building common understanding and community. In an effort to create space for this conversation while promoting a safe environment, we remove content that depicts, threatens or promotes sexual violence, sexual assault, or sexual exploitation, while also allowing space for victims to share their experiences. We remove content that displays, advocates for, or coordinates sexual acts with non-consenting parties or commercial sexual services, such as prostitution and escort services. We do this to avoid facilitating transactions that may involve trafficking, coercion, and non-consensual sexual acts.

To protect victims and survivors, we also remove images that depict incidents of sexual violence and intimate images shared without permission from the people pictured. We've written about the [technology we use to protect against intimate images](#) and the [research that has informed our work](#). We've also put together a [guide to reporting and removing intimate images shared without your consent](#).

[READ MORE](#)

9. Bullying and Harassment

Bullying and harassment happen in many places and come in many different forms, from making threats to releasing personally identifiable information, to sending threatening messages, and making unwanted malicious contact. We do not tolerate this kind

of behavior because it prevents people from feeling safe and respected on Facebook.

We distinguish between public figures and private individuals because we want to allow discussion, which often includes critical commentary of people who are featured in the news or who have a large public audience. For public figures, we remove attacks that are severe as well as certain attacks where the public figure is directly tagged in the post or comment. For private individuals, our protection goes further: we remove content that's meant to degrade or shame, including, for example, claims about someone's sexual activity. We recognize that bullying and harassment can have more of an emotional impact on minors, which is why our policies provide heightened protection for users between the ages of 13 and 18.

Context and intent matter, and we allow people to share and re-share posts if it is clear that something was shared in order to condemn or draw attention to bullying and harassment. In certain instances, we require self-reporting because it helps us understand that the person targeted feels bullied or harassed. In addition to reporting such behavior and content, we encourage people to use [tools available on Facebook](#) to help protect against it.

We also have a [Bullying Prevention Hub](#), which is a resource for teens, parents, and educators seeking support for issues related to bullying and other conflicts. It offers step-by-step guidance, including information on how to start important conversations about bullying. Learn more about what we're doing to protect people from bullying and harassment [here](#).

[READ MORE](#)

10. Human Exploitation

After consulting with outside experts from around the world, we are consolidating several existing exploitation policies that were previously housed in different sections of the Community Standards into one dedicated section that focuses on human exploitation and captures a broad range of harmful activities that may manifest on our platform. Experts think and talk about these issues under one umbrella — human exploitation.

In an effort to disrupt and prevent harm, we remove content that facilitates or coordinates the exploitation of humans, including human trafficking. We define human trafficking as the business of

depriving someone of liberty for profit. It is the exploitation of humans in order to force them to engage in commercial sex, labor, or other activities against their will. It relies on deception, force and coercion, and degrades humans by depriving them of their freedom while economically or materially benefiting others.

Human trafficking is multi-faceted and global; it can affect anyone regardless of age, socioeconomic background, ethnicity, gender, or location. It takes many forms, and any given trafficking situation can involve various stages of development. By the coercive nature of this abuse, victims cannot consent.

While we need to be careful not to conflate human trafficking and smuggling, the two can be related and exhibit overlap. The United Nations defines human smuggling as the procurement or facilitation of illegal entry into a state across international borders. Without necessity for coercion or force, it may still result in the exploitation of vulnerable individuals who are trying to leave their country of origin, often in pursuit of a better life. Human smuggling is a crime against a state, relying on movement, and human trafficking is a crime against a person, relying on exploitation.

[READ MORE](#)

11. Privacy Violations and Image Privacy Rights

Privacy and the protection of personal information are fundamentally important values for Facebook. We work hard to keep your account secure and safeguard your personal information in order to protect you from potential physical or financial harm. You should not post personal or confidential information about others without first getting their consent. We also provide people ways to report imagery that they believe to be in violation of their privacy rights.

[READ MORE](#)



[I. Violence and Criminal Behavior](#)

[III. Objectionable Content](#)





Search the Community



PART
III.

[Introduction](#)

Offensive Content

> [I. Violence and Criminal Behavior](#)

> [II. Safety](#)

> [III. Offensive Content](#)

[12. Hate Speech](#)

[13. Violent and Graphic Content](#)

[14. Adult Nudity and Sexual Activity](#)

[15. Sexual Solicitation](#)

[16. Cruel and Insensitive](#)

> [IV. Integrity and Authenticity](#)

> [V. Respecting Intellectual Property](#)

> [VI. Content-Related Requests](#)

> [Additional Information](#)

12. Hate Speech

We do not allow hate speech on Facebook because it creates an environment of intimidation and exclusion and in some cases may promote real-world violence.

We define hate speech as a direct attack on people based on what we call protected characteristics — race, ethnicity, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity, and serious disease or disability. We protect against attacks on the basis of age when age is paired with another protected characteristic, and also provide certain protections for immigration status. We define attack as violent or dehumanizing speech, harmful stereotypes, statements of inferiority, or calls for exclusion or segregation. We separate attacks into three tiers of severity, as described below.

Sometimes people share content containing someone else's hate speech for the purpose of raising awareness or educating others. In some cases, words or terms that might otherwise violate our standards are used self-referentially or in an empowering way. People sometimes express contempt in the context of a romantic break-up. Other times, they use gender-exclusive language to control membership in a health or positive support group, such as a breastfeeding group for women only. In all of these cases, we allow the content but expect people to clearly indicate their intent, which helps us better understand why they shared it. Where the intention is unclear, we may remove the content.

In addition, we believe that people are more responsible when they share this kind of commentary using their authentic identity.

[Click here to read our Hard Questions Blog](#) and learn more about our approach to hate speech.

[READ MORE](#)

13. Violent and Graphic Content

We remove content that glorifies violence or celebrates the suffering or humiliation of others because it may create an environment that discourages participation. We allow graphic content (with some limitations) to help people raise awareness about issues. We know that people value the ability to discuss important issues like human rights abuses or acts of terrorism. We also know that people have different sensitivities with regard to graphic and violent content. For that reason, we add a warning label to especially graphic or violent content so that it is not available to people under the age of eighteen and so that people are aware of the graphic or violent nature before they click to see it.

[READ MORE](#)

14. Adult Nudity and Sexual Activity

We restrict the display of nudity or sexual activity because some people in our community may be sensitive to this type of content. Additionally, we default to removing sexual imagery to prevent the sharing of non-consensual or underage content. Restrictions on the display of sexual activity also apply to digitally created content unless it is posted for educational, humorous, or satirical purposes.

Our nudity policies have become more nuanced over time. We understand that nudity can be shared for a variety of reasons, including as a form of protest, to raise awareness about a cause, or for educational or medical reasons. Where such intent is clear, we make allowances for the content. For example, while we restrict some images of female breasts that include the nipple, we allow other images, including those depicting acts of protest, women actively engaged in breast-feeding, and photos of post-mastectomy scarring. We also allow photographs of paintings, sculptures, and other art that depicts nude figures.

[READ MORE](#)

15. Sexual Solicitation

As noted in Section 8 of our Community Standards ([Sexual Exploitation of Adults](#)), people use Facebook to discuss and draw

attention to sexual violence and exploitation. We recognize the importance of and want to allow for this discussion. We draw the line, however, when content facilitates, encourages or coordinates sexual encounters between adults. We also restrict sexually explicit language that may lead to solicitation because some audiences within our global community may be sensitive to this type of content and it may impede the ability for people to connect with their friends and the broader community.

[READ MORE](#)

16. Cruel and Insensitive

We believe that people share and connect more freely when they do not feel targeted based on their vulnerabilities. As such, we have higher expectations for content that we call cruel and insensitive, which we define as content that targets victims of serious physical or emotional harm.

We remove explicit attempts to mock victims and mark as cruel implicit attempts, many of which take the form of memes and GIFs.

[READ MORE](#)



[II. Safety](#)

[IV. Integrity and
Authenticity](#)



No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

EXHIBIT MT-7

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca

No. 500-06-001196-225
SUPERIOR COURT (CLASS ACTION)
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

CHRISTIAN LERAY

Applicant

v.

META PLATFORMS INC.

Defendant

**BOOK OF EXHIBITS MT-1 TO MT-7
IN SUPPORT OF THE MOTION BY
DEFENDANT, META PLATFORMS INC.,
FOR LEAVE TO ADDUCE RELEVANT
EVIDENCE (ARTS. 574 AND 575 C.C.P.)**

ORIGINAL

Mtre Karine Joizil / Mtre Maude St-Georges /
Mtre Charlotte Simard-Zakaïb / 24930-565088

BC0847

McCarthy Tétrault LLP

Barristers & Solicitors • Patent & Trade-mark Agents

Suite MZ400
1000 De La Gauchetière Street West
Montreal (Quebec) H3B 0A2

Tel. : 514 397-4100

Fax : 514 875-6246

Notification@mccarthy.ca