

**SUPERIOR COURT
(Class Actions)**

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

N°: 500-06-001236-237

JOHANNE GAUTHIER

and

FERNAND LAROUCHE

Applicants

v.

FACEBOOK CANADA LTD

and

META PLATFORMS / FACEBOOK INC.

Defendants

**APPLICATION OF THE DEFENDANTS FOR LEAVE TO ADDUCE EVIDENCE
(Art. 574 C.C.P.)**

TO THE HONOURABLE FLORENCE LUCAS, ACTING AS THE CASE MANAGEMENT JUDGE IN THE PRESENT CASE, THE DEFENDANTS, FACEBOOK CANADA LTD AND META PLATFORMS INC., RESPECTFULLY SUBMIT THE FOLLOWING:

I. INTRODUCTION

1. The Defendants Facebook Canada Ltd ("**Facebook**") and Meta Platforms Inc. ("**Meta**") hereby respectfully seek permission to adduce relevant evidence into the Court record prior to the authorization hearing.
2. By way of this evidence, Defendants seek to establish facts that are necessary to enable this Court to undertake an informed decision, in light of the criteria set out in article 575 of the *Code of Civil Procedure* ("**CCP**"), regarding the authorization to institute class action proceedings sought by the Applicants Johanne Gauthier and Fernand Larouche ("**Plaintiffs**").

II. THE MOTION FOR AUTHORIZATION

3. On April 18, 2023, Plaintiffs filed a *Demande pour autorisation d'exercer une action collective* ("**Application**").
4. In the Application, Plaintiffs request authorization to bring a class action against Defendants on behalf of the following class ("**Class**"):

"Toutes les personnes au Canada ayant subi une perte financière après avoir vu une publicité frauduleuse, fausse ou trompeuse sur le réseau social Facebook et versé des fonds à une entité ou des individus affichant une telle publicité."

5. In the Application, Plaintiffs claim that Meta allowed false, misleading, or fraudulent advertisements to be disseminated on its Facebook platform and failed to implement adequate safety measures to prevent them from reaching its users (par. 38 and 40 of the Application).
6. Moreover, Plaintiffs claim that Defendants allegedly received, and continue to receive, advertising revenue from those advertisements (par. 39 of the Application).
7. In particular, Plaintiffs claim that they lost their life savings by sending funds to fraudsters who contacted them after clicking on an advertisement on Facebook promising high returns on cryptocurrency investments.
8. Relying on the *Consumer Protection Act* and the *Competition Act*, Plaintiffs allege that Defendants are therefore liable as "advertisers" for the false, misleading, or fraudulent representations found in third party scam ads (par. 5 and 38 of the Application).
9. Yet, Plaintiffs filed little to no evidence in support of the Application to sustain their legal syllogism underpinning the Application, which is that Plaintiffs and Class Members suffered material monetary losses as a result of false, misleading or fraudulent ads allegedly disseminated on Defendants' platform.
10. Plaintiffs' sole factual basis for the bringing of the proposed class action rests on the recordings of the shows *La Facture* and *Les Décrypteurs* featuring Plaintiffs (Exhibit P-2).

III. THE EVIDENCE THAT DEFENDANTS SEEK TO ADDUCE

11. Defendants have the right to a full answer and defence in the context of their contestation of the Application and with respect to the criteria listed at Article 575 CCP, which must be analyzed by the Court in order to determine whether the proposed class action should be authorized.
12. Defendants seek to file relevant and limited documentary evidence into the Court record in order to permit the Court to examine the authorization criteria appropriately.
13. Article 574(3) CCP empowers this Court to authorize the presentation of appropriate evidence relevant to the analysis of the criteria set out at Article 575 CCP.

14. In the Application, Plaintiffs allege that Defendants were negligent in allowing false, misleading, or fraudulent advertising to proliferate on Facebook and in omitting to implement adequate control measures (par. 40 of the Application).
15. However, Plaintiffs fail to allege or file in support of the Application an important component of the contractual relationship Facebook users have with Meta, i.e. Meta's Terms of Service dated July 26, 2022, filed in support hereof as **Exhibit D-1**.
16. Meta's Terms of Service (Exhibit D-1) govern the relationship between Facebook and all of its users. In order to use the Facebook platform, users must abide by Facebook's Community Standards (**Exhibit D-2**), which specifically address fraudulent activities prohibited on the platform (**Exhibit D-3**).
17. This evidence will be necessary to assess and determine whether the Plaintiffs' allegations appear to justify the bringing of the proposed class action and the conclusions sought against Defendants. This criterion is set forth at paragraph 575(2) CCP.
18. Moreover, Plaintiffs allege having entered into consumer contracts with entities or persons having disseminated false, misleading or fraudulent advertising via the Defendants (par. 4 of the Application).
19. Again, Plaintiffs fail to allege or file in support of the Application an important component of the contractual relationship between Meta and users who access Facebook for business or commercial purposes, which includes using ads, i.e. Meta's Commercial Terms dated January 4, 2022, filed in support hereof as **Exhibit D-4**.
20. In this regard, Defendants also wish to adduce into evidence Meta's Advertising Standards (**Exhibit D-5**) and Commerce Policies (**Exhibit D-6**), which provide policy detail and guidance on the types of ad content allowed and prohibited on Meta's services such as Facebook.
21. In light of the foregoing, and in order to complete the allegations and the exhibits put forward by Plaintiffs in their Application, and to allow Defendants to properly present their arguments with respect to the criteria of Article 575 CCP, Defendants respectfully submit that they should be granted leave to adduce into evidence the following exhibits prior to the authorization hearing:
 - a. Meta's Terms of Service dated July 26, 2022, as **Exhibit D-1**;
 - b. Facebook's Community Standards, as **Exhibit D-2**;
 - c. Facebook's Community Standards on Fraud and Deception, as **Exhibit D-3**;
 - d. Meta's Commercial Terms dated January 4, 2022, as **Exhibit D-4**;
 - e. Meta's Advertising Standards, as **Exhibit D-5**;
 - f. Meta's Commerce Policies, as **Exhibit D-6**.

IV. CONCLUSION

22. 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.
23. The Relevant Evidence that Defendants 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.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

AUTHORIZE Defendants to produce in the Court's records the above-identified evidence D-1 to D-6 in anticipation of the authorization hearing;

THE WHOLE without costs, unless the present Motion is contested.

MONTRÉAL, this December 12, 2023

McCarthy Tétrault SENCRL, S.R.L.

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Me Charlotte Simard-Zakaïb

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

File reference: 204930-576439

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.

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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.

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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](#).

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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 inappropriate 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.

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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. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

JOHANNE GAUTHIER
and
FERNAND LAROUCHE

Plaintiffs

vs.

FACEBOOK CANADA LTD
and
META PLATFORMS / FACEBOOK INC.

Defendants

EXHIBIT D-1

ORIGINAL

Me Karine Joizil | Me Charlotte Simard-Zakaib
/ 204930-576439

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Facebook Community Standards

The Facebook Community Standards outline what is and isn't allowed on Facebook.

Introduction

Every day, people use Facebook to share their experiences, connect with friends and family, and build communities. It's a service for more than 2 billion people to freely express themselves across countries and cultures and in dozens of languages.

Meta recognizes how important it is for Facebook to be a place where people feel empowered to communicate, and we take our role seriously in keeping abuse off the service. That's why we developed standards for what is and isn't allowed on Facebook.

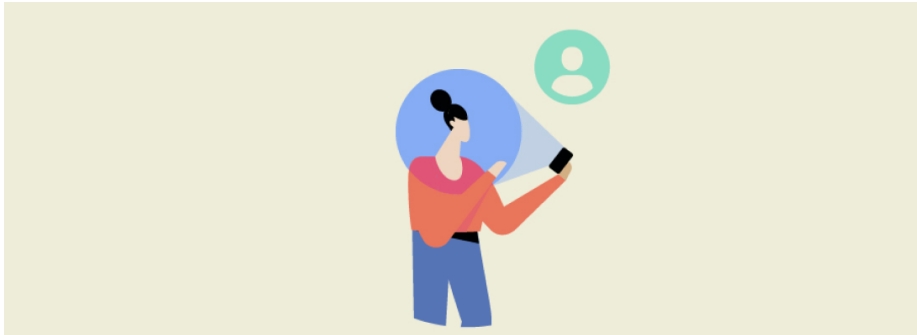
These standards are based on feedback from people and the advice of experts in fields like technology, public safety and human rights. To ensure everyone's voice is valued, we take great care to create standards that include different views and beliefs, especially from people and communities that might otherwise be overlooked or marginalized.

Please note that the US English version of the Community Standards reflects the most up to date set of the policies and should be used as the primary document.

Our commitment to voice

The goal of our Community Standards is to create a place for expression and give people a voice. Meta wants people to be able to talk openly about the issues that matter to them, whether through written comments, photos, music, or other artistic mediums, even if some may disagree or find them objectionable. In some cases, we allow content—which would otherwise go against our standards—if it's [newsworthy](#) and in the public interest. We do this only after weighing the public interest value against the risk of harm, and we look to international human rights standards to make these judgments. In other cases, we may remove content that uses ambiguous or implicit language when additional context allows us to reasonably understand that the content goes against our standards.

Our commitment to expression is paramount, but we recognize the internet creates new and increased opportunities for abuse. For these reasons, when we limit expression, we do it in service of one or more of the following values:



AUTHENTICITY

We want to make sure the content people see on Facebook is authentic. We believe that authenticity creates a better environment for sharing, and that's why we don't want people using Facebook to misrepresent who they are or what they're doing.



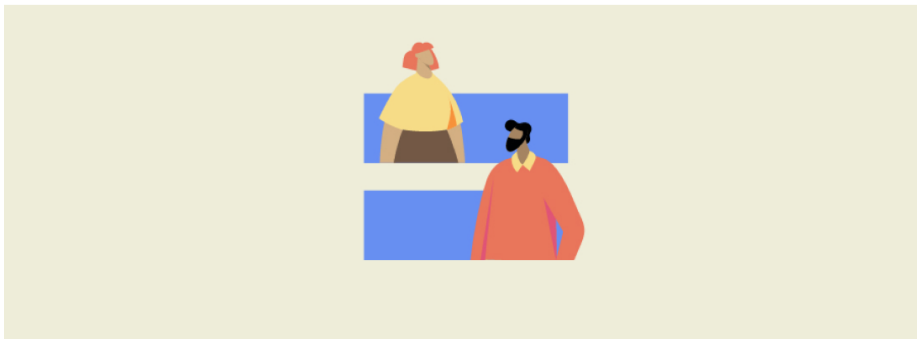
SAFETY

We're committed to making Facebook a safe place. We remove content that could contribute to a risk of harm to the physical security of persons. Content that threatens people has the potential to intimidate, exclude or silence others and isn't allowed on Facebook.



PRIVACY

We're committed to protecting personal privacy and information. Privacy gives people the freedom to be themselves, choose how and when to share on Facebook and connect more easily.



DIGNITY


We believe that all people are equal in dignity and rights. We expect that people will respect the dignity of others and not harass or degrade others.

Community Standards

Our Community Standards apply to everyone, all around the world, and to all types of content, including AI-generated content.

Each section of our Community Standards starts with a “Policy Rationale” that sets out the aims of the policy followed by specific policy lines that outline:

 Content that's not allowed; and

 Content that requires additional information or context to enforce on, content that is allowed with a warning screen or content that is allowed but can only be viewed by adults aged 18 and older.

VIOLENCE AND CRIMINAL BEHAVIOR

Violence and Incitement

Dangerous Organizations and Individuals

Coordinating Harm and Promoting Crime

Restricted Goods and Services

Fraud and Deception

SAFETY

Suicide and Self-Injury

Child Sexual Exploitation, Abuse and Nudity

Adult Sexual Exploitation

Bullying and Harassment

Human Exploitation

Privacy Violations

OBJECTIONABLE CONTENT

[Hate Speech](#)

[Violent and Graphic Content](#)

[Adult Nudity and Sexual Activity](#)

[Adult Sexual Solicitation and Sexually Explicit Language](#)

INTEGRITY AND AUTHENTICITY

[Account Integrity and Authentic Identity](#)

[Spam](#)

[Cybersecurity](#)

[Inauthentic Behavior](#)

[Misinformation](#)

[Memorialization](#)

RESPECTING INTELLECTUAL PROPERTY

[Intellectual Property](#)

CONTENT-RELATED REQUESTS AND DECISIONS

[User Requests](#)

[Additional Protection of Minors](#)

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[Other policies](#)





POLICIES

ENFORCEMENT

SECURITY

FEATURES

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RESEARCH TOOLS

[Privacy Policy](#) [Terms of Service](#) [Cookies](#)

No. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

JOHANNE GAUTHIER
and
FERNAND LAROCHE

Plaintiffs

vs.

FACEBOOK CANADA LTD
and
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Defendants

EXHIBIT D-2

ORIGINAL

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Fraud and Deception

Policy details

Change log ▼

Policy Rationale

In an effort to prevent fraudulent activity on the platform which can harm people or businesses, we remove content and action on behaviors which intend to defraud users or third parties. Therefore we remove content that purposefully intends to deceive, willfully misrepresent or otherwise exploit others for money or property. This includes content that seeks to coordinate or promote these activities using our platform. We allow people to raise awareness and educate others as well as condemn these activities, unless this includes content that contains sensitive information, such as personally identifiable information.



Do not post:

Content that provides instructions on, engages in, promotes, coordinates, encourages, facilitates, recruits for, or admits to the offering or solicitation of any of the following activities:

- Deceiving others to generate a financial or personal benefit to the detriment of a third party or entity through:
 - Investment or financial scams:
 - Loan scams
 - Advance fee scams.
 - Gambling scams
 - Ponzi or pyramid schemes.
 - Money or cash flips or money muling.
 - Investment scams with promise of high rates of return.
 - Inauthentic identity scams:
 - Charity scams.
 - Romance or impersonation scams
 - Establishment of false businesses or entities.
 - Product or rewards scams:
 - Grant and benefits scams.
 - Tangible, spiritual or illuminati scams.
 - Insurance scams, including ghost broking
 - Fake jobs, work from home or get-rich-quick scams.
 - Debt relief or credit repair scams.
- Engaging and co-ordinating with others to fraudulently generate a financial or personal benefit at a loss for a third party, such as people, businesses or organisations through:
 - Fake documents or financial instruments by:
 - Creating, selling or buying of:
 - Fake or forged documents.
 - Fake or counterfeit currency or vouchers.
 - Fake or forged educational and professional certificates.
 - Money laundering
- Stolen information, goods, or services by:
 - Credit card fraud and goods or property purchases with stolen financial information

- Trading, selling or buying of:
 - Personal Identifiable Information.
 - Fake and misleading user reviews or ratings.
 - Credentials for subscription services.
 - Coupons.
 - Sharing, selling, trading, or buying of:
 - Future exam papers or answer sheets.
 - Betting manipulation (for example match fixing).
 - Manipulation of measuring devices such as electricity or water meters in order to bypass their authorised or legal use.
-

 **For the following Community Standards, we require additional information and/or context to enforce:**

Do not post:

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

- Bribery.
- Embezzlement.

In certain cases, we will allow content that may otherwise violate the Community Standards when it is determined that the content is satirical. Content will only be allowed if the violating elements of the content are being satirized or attributed to something or someone else in order to mock or criticize them.

^ User experiences

See some examples of what enforcement looks like for people on Facebook, such as: what it looks like to report something you don't think should be on Facebook, to be told you've violated our Community Standards and to see a warning screen over certain content.

Note: We're always improving, so what you see here may be slightly outdated compared to what we currently use.

USER EXPERIENCE

Reporting



USER EXPERIENCE

Post-report communication



USER EXPERIENCE

Takedown experience



USER EXPERIENCE
Warning screens



Enforcement

We have the same policies around the world, for everyone on Facebook.

Review teams

Our global team of over 15,000 reviewers work every day to keep people on Facebook safe.

Stakeholder engagement

Outside experts, academics, NGOs and policymakers help inform the Facebook Community Standards.

^ Get help with fraud and deception

Learn what you can do if you see something on Facebook that goes against our Community Standards.

Visit our Help Center



NEXT

Suicide and Self Injury

PREVIOUS

Restricted Goods and Services



POLICIES

ENFORCEMENT

SECURITY

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RESEARCH TOOLS

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No. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
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JOHANNE GAUTHIER
and
FERNAND LAROCHE

Plaintiffs

vs.

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and
META PLATFORMS / FACEBOOK INC.

Defendants

EXHIBIT D-3

ORIGINAL

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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.

These terms reflect our updated [European Data Transfer Addendum](#) incorporating new Standard Contractual Clauses effective September 27, 2021.

Meta Commercial Terms ("Commercial Terms")

These Commercial Terms apply to access or use of the [Meta Products](#) (or "**Products**"), for a business or commercial purpose (except where we state that separate terms, and not these Commercial Terms, apply to such access or use of a Facebook Product). Business or commercial purposes include using ads, selling products, developing apps, managing a Page, managing a Group for business purposes, or using our measurement services regardless of the entity type.

You agree that you will ensure that any third party on whose behalf you access or use any Meta Product for any business or commercial purpose will abide by the applicable terms of use, including these Commercial Terms, the [Meta Terms of Service](#) ("**Terms**"), and any applicable supplemental terms, and you represent and warrant that you have the authority to bind that third party to such terms.

As more fully described below, if you reside in the United States or your business is located in the United States, these Commercial Terms require the resolution of most disputes between you and us by binding arbitration on an individual basis; class actions and jury trials are not permitted.

- Licenses:** As described in "*The permissions you give us*" section in our Terms, you grant us a license to content that is covered by intellectual property rights (like photos or videos) you share, post, or upload on or in connection with our Meta Products. For any access or use of the Meta Products, that license applies to content you or someone on your behalf (such as your agency that places an ad for you or your service provider that manages your Page content for you) makes available on or in connection with any Meta Product. You also will ensure that you own or have secured all rights necessary to grant the licenses and rights you (or someone on your behalf) grant to us under the Commercial Terms and any applicable supplemental terms, including permission to display, distribute and deliver your content within the Meta Products.
- Compliance with Law:** You represent and warrant that your access or use of the Meta Products for business or commercial purposes complies with all applicable laws, rules, and regulations. You further represent that you will restrict access to your content and apps in accordance with all applicable laws, rules, and regulations, including geo-filtering or age-gating access where required. In addition to and without limiting the requirements about who can use the Meta Products under our Terms, if you are located in a country that is subject to embargo under the laws of the United States (or under similar laws applicable to you) you may not engage in commercial activities on the Meta Products unless authorized by applicable laws. If you are on the U.S. Treasury Department's list of Specially Designated Nationals (or an equivalent list), you may not engage in commercial or business activities on the Meta Products (such as advertising or payments). You also may not access or use the Meta Products if you are prohibited from receiving products, services, or software under applicable law.
- Data Restrictions:** You may not send us information prohibited by the supplemental terms or policies. In addition, you may not send to us, or use Meta Products to collect from people, information that: (i) you know or reasonably should know is from or about children under the age of 13; or (ii) includes health, financial, biometrics, or other categories of similarly sensitive information (including any information defined as sensitive under applicable law); except in cases where (a) the terms for that Meta Product specifically allow it or (b) you are sending financial information for the express purpose of effecting a financial transaction either with us or as enabled by a Meta Product.

4. **Limits on Liability:** In addition to and without limiting the scope of the “*Limits on liability*” section in our Terms, you agree that we are not responsible for the actions, services, content, or data of third parties and you release us, our directors, officers, employees, and agents from any claims and damages, known or unknown, arising out of or in any way connected with any claim you have against any such third parties.

If you are a California resident, you agree to waive California Civil Code § 1542, which says:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Our aggregate liability arising out of or relating to any access or use of the Meta Products, the Terms (for any access or use of the Meta Products for business or commercial purposes), or these Commercial Terms will not exceed the greater of one hundred dollars (\$100) or the amount you have paid us in the past twelve months.

5. **Disputes:**

- a. **Third Party Claims:** If anyone brings a claim, cause of action, or dispute against us related to your services, actions, content or information on Facebook or other Meta Products or your use of any Meta Products, you agree to indemnify and hold us harmless from and against any damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to any such claim, cause of action, or dispute.
- b. **Commercial Claims:** Sections 5.c and 5.d below apply to any claim, cause of action, or dispute that arises out of or relates to any access or use of the Meta Products for business or commercial purposes (“**Commercial Claim**”) between you and Meta.
- c. **U.S. Commercial Claims:** If you reside in the United States or your business is located in the United States:
 - i. You agree to arbitrate Commercial Claims between you and Meta Platforms, Inc. This provision does not cover any commercial claims relating to violations of your or our intellectual property rights, including, but not limited to, copyright infringement, patent infringement, trademark infringement, violations of the [Brand Usage Guidelines](#), violations of your or our confidential information or trade secrets, or efforts to interfere with our Products or engage with our Products in unauthorized ways (for example, automated ways). If a Commercial Claim between you and Meta Platforms, Inc. is not subject to arbitration, you agree that the claim must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
 - ii. We and you agree that, by entering into this arbitration provision, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. THE PARTIES AGREE THAT EACH MAY BRING COMMERCIAL CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. You may bring a Commercial Claim only on your own behalf and cannot seek relief that would affect other parties. If there is a final judicial determination that any particular Commercial Claim (or a request for particular relief) cannot be arbitrated according to the limitations of this Section 5.c, then only that Commercial Claim (or only that request for relief) may be brought in court. All other Commercial Claims (or requests for relief) will remain subject to this Section 5.c. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. All issues are for an arbitrator to decide, except that only a court

may decide issues relating to the scope or enforceability of this arbitration provision or the interpretation of the prohibition of class and representative actions. If any party intends to seek arbitration of a dispute, that party must provide the other party with notice in writing. This notice of dispute to us must be sent to the following address: Meta Platforms, Inc. 1601 Willow Rd. Menlo Park, CA 94025. The arbitration will be governed by the AAA's Commercial Arbitration Rules ("**AAA Rules**"), as modified by these Commercial Terms, and will be administered by the AAA. If the AAA is unavailable, the parties will agree to another arbitration provider or the court will appoint a substitute. The arbitrator will not be bound by rulings in other arbitrations in which you are not a party. To the fullest extent permitted by applicable law, any evidentiary submissions made in arbitration will be maintained as confidential in the absence of good cause for its disclosure. The arbitrator's award will be maintained as confidential only to the extent necessary to protect either party's trade secrets or proprietary business information or to comply with a legal requirement mandating confidentiality. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA Rules, except that we will pay for your filing, administrative, and arbitrator fees if your Commercial Claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you do not wish to be bound by this provision (including its waiver of class and representative claims), you must notify us as set forth below within 30 days of the first acceptance date of any version of these Commercial Terms containing an arbitration provision. Your notice to us under this Section 5.c must be submitted to the address here: Meta Platforms, Inc. 1601 Willow Rd. Menlo Park, CA 94025. All Commercial Claims between us, whether subject to arbitration or not, will be governed by California law, excluding California's conflict of laws rules, except to the extent that California law is contrary to or preempted by federal law. If a Commercial Claim between you and us is not subject to arbitration, you agree that the claim must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

- d. Commercial Claims outside the United States: If you reside outside the United States or your business is located outside the United States, you agree that:
- i. Any Commercial Claim between you and Meta Platforms, Inc. must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, that you 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 Commercial Terms and any such claim, without regard to conflict of law provisions.
 - ii. Any Commercial Claim between you and Meta Platforms Ireland Limited must be resolved exclusively in the courts of the Republic of Ireland, that you submit to the personal jurisdiction of the Republic of Ireland for the purpose of litigating any such claim, and the laws of the Republic of Ireland will govern these Commercial Terms and any such claim, without regard to conflict of law provisions.
 - iii. Notwithstanding (i) and (ii) above, any Commercial Claim between you and both Meta Platforms, Inc. and Meta Platforms Ireland Limited must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, that you 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 Commercial Terms and any such claim, without regard to conflict of law provisions.

- iv. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any claim we have against you related to efforts to abuse, interfere, or engage with our Products in unauthorized ways in the country in which you reside that has jurisdiction over the claim.
 - e. Severability: If any provision of this Section 5 is found unenforceable, that provision will be severed and the balance of this Section 5 will remain in full force and effect.
- 6. **Updates:** We may need to update these Commercial Terms from time to time, including to accurately reflect the access or uses of our Products for business or commercial purposes, and so we encourage you to check them regularly for any updates. By continuing any access or use of any Meta Products for business or commercial purposes after any notice of an update to these Commercial Terms, you agree to be bound by them. Any updates to Section 5 of these Commercial Terms will apply only to disputes that arise after notice of the update takes place. If you do not agree to the updated terms, please stop all access or use of our Products for business or commercial purposes.
- 7. **Conflicts and Supplemental Terms:** If there is a conflict between these Commercial Terms and the Terms, these Commercial Terms will govern with respect to your access and use of the Meta Products for business or commercial purposes to the extent of the conflict. Supplemental terms and policies may also apply to your use of certain Meta Products. To the extent those supplemental terms conflict with the Commercial Terms, the supplemental terms will govern with respect to your use of those Meta Products to the extent of the conflict.
 - a. If any portion of these Commercial Terms are found to be unenforceable, then (except as otherwise provided) that portion will be severed and the remaining portion will remain in full force and effect.
 - b. If we fail to enforce any of these Commercial Terms, it will not be considered a waiver.
 - c. Except as permitted in Section 6, any amendment to or waiver of these Commercial Terms must be made in writing and signed by us.
 - d. You will not transfer any of your rights or obligations under these Commercial Terms to anyone else without our consent.
 - e. These Commercial Terms do not confer any third party beneficiary rights.
 - f. We offer tools to provide transparency and controls to our users about the Facebook experience, including information to show them why they are being shown specific content or provide feedback about content, and controls to block content or stop seeing certain types of content (such as by removing themselves from interests used for advertising). You agree that information about you and your use of Meta Products for commercial or business purposes may be included in these tools. For clarity, our license to content extends to the display of content in conjunction with providing these tools.
 - g. You consent that we may disclose your advertising content and Facebook Page posts ("**Commercial Content**"), and all information associated with such Commercial Content, including information

associated with the delivery of that Commercial Content, in response to valid legal process related to an electoral matter or to a governmental entity or body if Meta believes that disclosure would assist in a lawful investigation.

- h. Please note that our retention policies for Commercial Content may differ from those set forth in the Terms. We retain Commercial Content as necessary to provide our services to users, for internal record keeping, and for product improvement and safety purposes.
- i. All of our rights and obligations under these Commercial Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- j. Nothing in these Commercial Terms or any applicable supplemental terms will prevent us from complying with the law.
- k. We reserve all rights not expressly granted to you.

Note: For purposes of these Commercial Terms, references in existing terms or agreements to (i) “the Statement of Rights and Responsibilities,” “Statement,” or “SRR,” will now mean the Meta Terms or Terms and (ii) “Facebook” (when used to refer to our products and services) or “Facebook Services” or “Services” will now mean Meta Products.

Effective Date: January 4, 2022

No. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

JOHANNE GAUTHIER
and
FERNAND LAROCHE

Plaintiffs

vs.

FACEBOOK CANADA LTD
and
META PLATFORMS / FACEBOOK INC.

Defendants

EXHIBIT D-4

ORIGINAL

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Introduction to the Advertising Standards

- Overview
- Meta advertising policy principles
- The ad review process
- What to do if your ad is rejected or if your business asset is restricted
- Community standards
- Unacceptable content
- Deceptive content
- Dangerous content
- Objectionable content

1. Overview

Understanding our Advertising Standards

Our Advertising Standards provide policy detail and guidance on the types of ad content we allow, and the types of ad content we prohibit. When advertisers place an order, each ad is reviewed against our policies. Our Advertising Standards also provide guidance on advertiser behavior that may result in advertising restrictions being placed on a Business Account or its assets (an ad account, Page or user account).

If you think your ad was mistakenly rejected, or if you think your Business Account or its assets were mistakenly restricted, you can request a review of either decision in [Account Quality](#).

Common points of confusion

To help you build a compliant and user-friendly ads experience, we've highlighted some common areas of confusion. Click the links below to

learn more about:

- [Personal attributes](#)
 - [Sexually suggestive content](#)
 - [Meta brand usage in ads](#)
 - [Advertising restrictions on business assets](#)
-

2. Meta advertising policy principles

Advertisers contribute to the Meta community in many ways, including highlighting new products and services or drawing attention to events and issues. To help keep both businesses and organizations who use our ad tools safe, and create a welcoming environment for everyone who uses our products and services, we have put in place our Advertising Standards to guide what is allowed across Meta technologies.

Advertisers running ads across Meta technologies must follow our [Community Standards](#) and our Advertising Standards. In addition, advertisers on Instagram must also follow our [Instagram Community Guidelines](#).

Our advertising policy principles

Our policies are guided by our company's core [values](#) and the following principles:



PROTECTING PEOPLE FROM UNSAFE AND DISCRIMINATORY PRACTICES

Our policies require all advertisers to comply with the laws in their jurisdiction, not engage in discriminatory practices, and not sell illegal or unsafe substances.



PROTECTING PEOPLE FROM FRAUD OR SCAMS

Our policies prohibit ads promoting products, services, schemes or offers using deceptive or misleading practices, including those meant to scam people out of money or personal information.



PROMOTING POSITIVE USER EXPERIENCES

Because ads may be delivered to people in their Feed from Pages or accounts they don't follow, we want to help ensure that the ads don't detract from the overall experience across our technologies. For that reason, we prohibit ads containing shocking, sensational, or excessively violent content, certain adult content and profanity. We also prohibit other objectionable material, such as content implying or attempting to generate negative self-perception in order to promote diet, weight loss or other health related products.



PROMOTING TRANSPARENCY

We strive to make advertising more transparent and to give people more information about the ads they see. Our Ad Library offers a view of all ads currently running across our apps and services. It also offers additional information on ads about social issues, elections or politics, including range of spend, who saw the ad and the entities responsible for those ads. Ads about these topics are visible whether they're active or inactive and are stored in the Ad Library for 7 years. We also have an Info and Ads section on all Facebook Pages where people are able to click to see active ads a Page is

running to help keep advertisers accountable.

Enforcement of our policies

We use automated and, in some instances, manual review to enforce our policies. Beyond reviewing individual ads, we also monitor and investigate advertiser behavior, and may restrict advertiser accounts that don't follow our Advertising Standards, Community Standards or other Meta policies and terms. Our review process may not detect all policy violations, and ads remain subject to review and re-review and may be rejected for violating our policies at any time. It is an advertiser's responsibility to understand and comply with our policies outlined in Meta's Advertising Standards, our Terms of Service and any other applicable terms and guidelines, in addition to all local laws, regulations and, where applicable, [self-regulatory advertising codes](#). Advertisers whose ads are rejected will typically be provided an opportunity to edit their ads in order to bring them into compliance and can request another review if they believe their ad was incorrectly rejected.

People can report ads if they believe they violate our policies. They can also see the details on why a certain ad appeared in their Feed, and they can control the ads they see in their Feed through our Ad Preferences tool.

3. The ad review process

Our ad review system relies primarily on automated tools to check ads and business assets against our policies. Our ad review process starts automatically before ads begin running, and is typically completed within 24 hours, although it may take longer in some cases. During this review, the status of the ad will be "In review." Additionally, ads may be

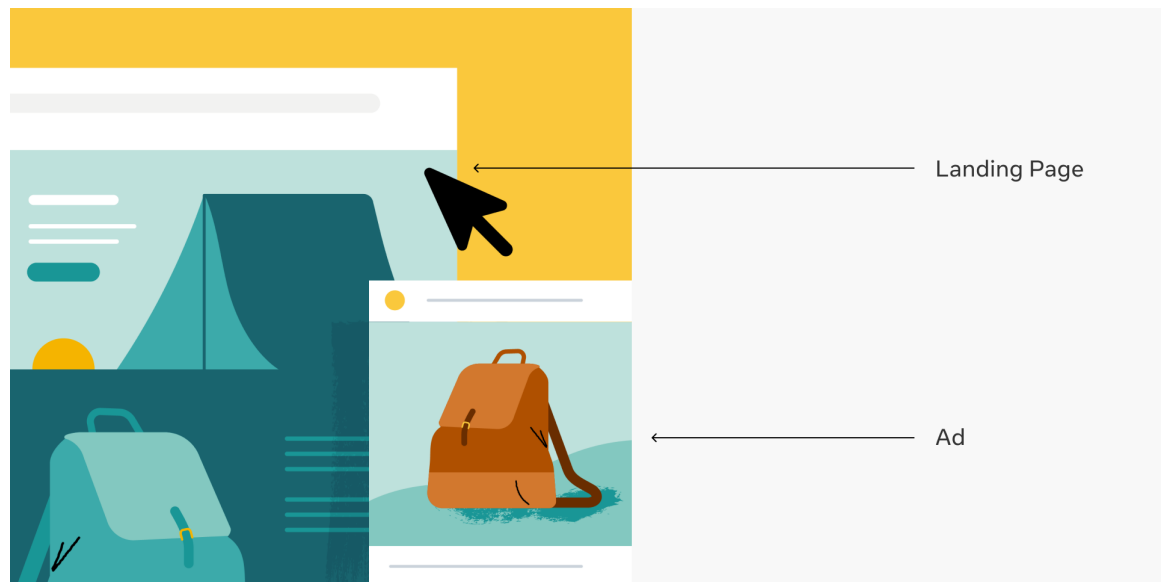
reviewed again, including after they are live. You can find more information in our [Business Help Center](#).

What is reviewed

The ad review system reviews ads for violations of our policies. This review process may include the specific components of an ad, such as images, video, text and targeting information, as well as an ad's associated landing page or other destinations, among other information.

Business asset review

We also review and take action on an advertiser's Business Account or its assets (ad accounts, Pages and user accounts). As part of our review, we assess whether the account or its assets have violated our policies.



Outcome of review

If a violation is found at any point in the review process, the ad will be rejected, and the Business Account or its assets may be restricted. Lower quality ads which do not necessarily violate our policies may experience impacted performance. You can find more information about how quality may affect your ad in our [Business Help Center](#).

If a Business Account or its assets (ad account, Page or user account) is restricted, that account or asset can't be used to advertise across our technologies. If a user account is restricted from advertising on a Business Account or ad account, other members of those accounts may still be able to advertise.

Re-review of ads

Ads remain subject to review and re-review at all times, and may be rejected or restricted for violation of our policies at any time. It is your responsibility to understand and comply with our policies.

4. What to do if your ad is rejected or if your business asset is restricted

Create a new ad or edit your ad

You may create a new ad or edit your ad to comply with our policies. These ads will be treated as new ads and reviewed by our ad review system. Check this page for [editing steps](#).

Request another review

If you believe the ad, ad account, user account, Page or Business Account was incorrectly rejected or restricted, you can request a review of the decision in [Account Quality](#).



Community standards

The Facebook Community Standards, along with Instagram Community Guidelines, outline what is not allowed across Meta technologies.

Community Standards

Ads must not violate our [Community Standards](#). Ads on Instagram must not violate the [Instagram Community Guidelines](#).

[Learn more](#)

Unacceptable content

Content that is illegal or otherwise considered unacceptable to people who use our technologies.

Child Sexual Exploitation, Abuse, and Nudity

Ads must not contain 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.

[Learn more](#)

Coordinating Harm and Promoting Crime

Ads must not facilitate, organize, promote or admit to certain criminal or harmful activities targeted at people, businesses, property or animals.

[Learn more](#)

Dangerous Organizations and Individuals

Ads must not contain praise, support or representation of individuals or groups designated by Meta as Dangerous Organizations and Individuals.

[Learn more](#)

Discriminatory Practices

Ads must not discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition.

Meta prohibits advertisers from using our ads products to discriminate against people. This means that advertisers may not (1) use our audience selection tools to (a) wrongfully target specific groups of people for advertising (see advertising policy on Targeting), or (b) wrongfully exclude specific groups of people from seeing their ads; or (2) include discriminatory content in their ads. Advertisers are also required to comply with applicable laws that prohibit discrimination (see advertising policy on Illegal Products or Services). These include laws that prohibit discriminating against groups of people in connection with, for example, offers of housing, employment, and credit.

Any United States advertiser or advertiser targeting the United States, Canada or certain parts of Europe that is running [credit, housing or employment ads](#), must self identify as a [Special Ad Category](#), as it becomes available, and run such ads with approved targeting options.

Additional information and resources on United States non-discrimination laws:

U.S. Department of Housing and Urban Development
U.S. Equal Employment Opportunity Commission
Consumer Financial Protection Bureau
American Civil Liberties Union
Leadership Conferences on Civil and Human Rights
Department of Justice – Civil Rights Division
National Fair Housing Alliance

Disclaimer: This guide is not a substitute for legal advice. Consult a legal professional for specific advice about your situation.

[Learn more](#)

Hate Speech

Ads must not attack people on the basis of what we call protected characteristics: race, ethnicity, national origin, disability, religious affiliation, caste, sexual orientation, sex, gender identity and serious disease.

[Learn more](#)

Human Exploitation

Ads must not contain content that facilitates or coordinates the exploitation of humans, including human trafficking.

[Learn more](#)

Illegal Products and Services

Ads must not constitute, facilitate, or promote illegal products, services or activities.

[Learn more](#)

Misinformation

Meta prohibits ads that include content debunked by third-party fact checkers. Advertisers that repeatedly post information deemed to be false may have restrictions placed on their ability to advertise across Meta technologies. [Find out more about our fact-checking program.](#)

Meta also prohibits ads that include misinformation that violates our [Community Standards](#).

[Learn more](#)

Vaccine Discouragement

Ads must not discourage people from vaccination or advocate against vaccines.

[Learn more](#)

Deceptive content

Content that may deceive or mislead people.

Unacceptable Business Practices

Ads must not promote products, services, schemes or offers using deceptive or misleading practices, including those meant to scam people out of money or personal information.

[Learn more](#)

Cheating and Deceitful Practices

Ads may not promote products or services that are designed to enable people to engage in cheating or deceitful practices.

[Learn more](#)

Unrealistic Outcomes

Ads must not contain promises or suggestions of unrealistic outcomes as specified below for health, weight loss, or economic opportunity.

[Learn more](#)

Circumventing Systems

Ads must not use tactics that are intended to circumvent our ad review process. This includes techniques that attempt to disguise the ad's content or destination (landing) page. See more [here](#) for other advertiser behavior that we prohibit.

[Learn more](#)

Prohibited Financial Products and Services

Ads must not promote financial products and services that are frequently associated with misleading or deceptive promotional practices.

[Learn more](#)

Spyware or Malware

Ads must not contain spyware, malware or any software that results in an unexpected or deceptive experience.

[Learn more](#)

Nonexistent Functionality

Ads must not contain images with nonexistent functionality. This includes imagery that replicates play buttons, notifications, or checkboxes, as well as ads containing features that do not work, such as multiple choice options in the ad creative itself.

[Learn more](#)

Dangerous content

Content that may negatively impact people's health and safety.

Unsafe Substances

Ads must not promote the sale or use of illicit or recreational drugs, or other unsafe substances, products or supplements, as determined by Meta at its sole discretion.

[Learn more](#)

Weapons, Ammunition or Explosives

Ads must not promote the sale or use of weapons, ammunition or explosives. This includes ads for weapon modification accessories.

[Learn more](#)

Tobacco and Related Products

Ads must not promote the sale or use of tobacco or nicotine products and related paraphernalia. Ads must not promote delivery devices, such as electronic cigarettes, vaporizers, or any other products that simulate smoking or are otherwise designed for use with tobacco or nicotine products. Ads may promote cessation products approved by either the World Health Organization or the U.S. Food and Drug Administration, and must comply with all applicable local laws, required or established industry codes and guidelines.

[Learn more](#)

Objectionable content

Content that may lead to negative experiences.

Adult Sexual Solicitation and Sexually Explicit Language

Ads must not contain content that facilitates sexual encounters, commercial sexual services between adults, or content asking for or offering pornographic content. In addition, we also restrict the use of sexually explicit language.

[Learn more](#)

Bullying and Harassment

Ads must not contain attacks that are meant to degrade or shame public and private individuals. We also provide heightened protections for anyone under the age 18, regardless of their user status.

[Learn more](#)

Adult Content

Ads must not contain adult content. This includes nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative.

Ads that assert or imply the ability to meet someone, connect with them, or view content created by them must not be positioned in a sexual way or with an intent to sexualise the person featured in the ad.

[Learn more](#)

Grammar and Profanity

Ads must not contain profanity or incorrect grammar and punctuation. Symbols, numbers and letters must be used properly, without the intention of circumventing our ad review process or other enforcement systems.

[Learn more](#)

Low Quality or Disruptive Content

Ads must not contain content leading to external destination (landing) pages that provide an unexpected or disruptive experience. This includes misleading ad positioning, such as overly sensationalized headlines or prompts for users to inauthentically interact with the ad, and leading people to landing pages that contain minimal original content and a majority of unrelated or low quality ad content. For more information on what we consider low quality, visit our [Business Help Center](#).

[Learn more](#)

Personal Attributes

Ads must not contain content that asserts or implies personal attributes. This includes direct or indirect assertions or implications about a person's race, ethnicity, religion, beliefs, age, sexual orientation or practices, gender identity, disability, physical or mental health (including medical conditions), vulnerable financial status, voting status, membership in a trade union, criminal record, or name.

[Learn more](#)

Sensational Content

Ads must not contain shocking, sensational or excessively violent content.

[Learn more](#)

Commercial Exploitation of Crises and Controversial Events

Ads must not contain content that exploits crises or controversial events for commercial purposes.

[Learn more](#)

Personal Health and Appearance

Ad content must not imply or attempt to generate negative self-perception in order to promote diet, weight loss, or other health-related products.

[Learn more](#)

Sale of Body Parts

Ads must not promote the sale of human body parts or fluids.

[Learn more](#)

Content-specific restrictions

Content associated with certain kinds of businesses or products.

Alcohol

Ads that promote or reference alcohol must comply with all applicable local laws, required or established industry codes, guidelines, licenses and approvals, and include age and country targeting criteria consistent with Meta's targeting requirements and applicable local laws. Note that our policies prohibit ads promoting or referencing alcohol in some countries, based on local law.

Advertisers must follow all applicable laws, including targeting their ads in accordance with legal requirements. At a minimum, ads may not be targeted to people under 18 years of age.

[Learn more](#)

Adult Products or Services

Ads must not promote the sale or use of adult products or services. Ads promoting sexual and reproductive health products or services, like contraception and family planning, must be targeted to people 18 years or older and must not focus on sexual pleasure.

[Learn more](#)

Dating

Ads for dating services are only allowed with prior written permission. These must adhere to the dating targeting requirements and our dating ad guidelines. Details on the requirements for permission can be found [here](#). In order to seek permission, please fill out [this form](#) to begin your application process.

[Learn more](#)

Cosmetic Procedures and Wellness

Ads marketing weight loss products and services must be targeted to people at least 18 years or older.

Ads marketing cosmetic surgeries and procedures must be targeted to people at least 18 years or older.

Ads marketing dietary, health or herbal supplements must be targeted to people at least 18 years or older.

[Learn more](#)

Online Pharmacies

Ads for online pharmacies are only allowed with prior written permission. Meta requires online pharmacies who wish to run ads to be certified with LegitScript.

Advertisers can apply for certification with LegitScript [here](#).

Advertisers can request permission from Meta using this [form](#).

[Learn more](#)

Over-The-Counter Drugs

Ads that promote the sale of over-the-counter medicines must comply with all applicable local laws, required or established industry codes, guidelines, licenses and approvals, and include age and country targeting criteria consistent with applicable local laws. At a minimum, ads may not be targeted to people under 18 years of age.

[Learn more](#)

Prescription Drugs

Ads may not promote prescription drugs without prior written permission.

The following entities are eligible to apply for permission from Meta: online pharmacies, telehealth providers and pharmaceutical manufacturers. Advertisers can learn how to apply [here](#).

Ads may only promote prescription drugs in the following jurisdictions: United States, New Zealand and Canada.

Ads promoting prescription drugs must not be targeted to people under 18 years of age.

[Learn more](#)

Drug and Alcohol Addiction Treatment

Meta requires advertisers who wish to run addiction treatment ads targeting people in the United States to be certified with LegitScript and apply to Meta for permission to advertise.

Advertisers can apply for certification with LegitScript [here](#).

[Learn more](#)

Financial and Insurance Products and Services

Ads promoting credit cards, loans or insurance services must be targeted to people 18 years or older and must not directly request the input of any personally identifiable information within the ad's destination (landing) page.

Advertisers promoting financial products and services must demonstrate they are authorized by the relevant regulatory authorities where this is a requirement; and any such authorization may be subject to review by Meta. Advertisers are also required to comply with disclosure requirements set by law.

Learn more about the authorization process in our [Business Help Center](#).

[Learn more](#)

Cryptocurrency Products and Services

Ads may not promote cryptocurrency trading platforms, software and related services and products that enable monetisation, reselling, swapping or staking of cryptocurrencies without prior written permission. To apply, please click [here](#). For more information, see our [Business Help Center](#).

[Learn more](#)

Online Gambling and Gaming

Meta defines online gambling and gaming as any product or service where anything of monetary value is included as part of a method of entry and prize. Ads that promote online gambling and gaming are only allowed with our prior written permission. Authorized advertisers must follow all applicable laws and include targeting criteria consistent with Meta's targeting requirements. At a minimum, ads may not be targeted to people under 18 years of age. Learn more in our [Business Help Center](#).

[Learn more](#)

Social Casino Games

Ads for social casino games, which are online games that simulate casino gambling (e.g. poker, slots, roulette etc) where there is no opportunity to win money or money's worth, are allowed only if they are targeted to people 18 years or older. Learn more in our [Business Help Center](#).

Please note, if the game allows virtual prizes to be bought or sold between players within the game and/or on secondary markets for money or money's worth, please refer to our [Online Gambling and Gaming policy](#).

[Learn more](#)

Subscription Services

Ads for subscription services must disclose information on pricing and recurrent billing.

[Learn more](#)

CBD and Related Products

Ads may not promote or offer the sale of THC products or cannabis products containing related psychoactive components.

Ads that promote or offer the sale of cannabidiol (CBD) or similar cannabinoid products are only allowed with prior written permission. Meta requires advertisers promoting CBD products to be certified with LegitScript. Certified advertisers must comply with all applicable local laws, required or established industry codes and guidelines, including Meta's targeting requirements.

Ads may only promote or offer the sale of CBD in the United States, and must not be targeted to people under 18 years of age. Advertisers can apply for certification with LegitScript [here](#). Advertisers can request permission from Meta using [this form](#).

Ads may only promote or offer the sale of hemp products in Canada, Mexico and the United States, and must comply with all applicable local laws, required or established industry codes and guidelines.

For more information on this policy, visit our [Business Help Center](#).

[Learn more](#)

Intellectual property infringement

Content that infringes upon or violates the intellectual property rights of a third party or Meta.

Third-Party Infringement

Ads may not contain content that infringes upon or violates the intellectual property rights of any third party, including [copyright](#), [trademark](#) or other legal rights. This includes, but is not limited to, the promotion or sale of counterfeit goods, such as products that copy the trademark (name or logo) and/or distinctive features of another company's products to imitate a genuine product.

[Learn more](#)

Brand Endorsement

Ads must not imply an endorsement or partnership of any kind with any of Meta's brands, or an endorsement by any other [Meta brand](#), [technology](#) or [program](#).

[Learn more](#)

Brand Usage in Ads

Ads linking to Facebook or Instagram content (including Pages, groups, events or websites that use Facebook Login) may make limited reference to "Facebook" or "Instagram" in ad text for the purpose of clarifying the destination of the ad.

Ads should not represent any of Meta's brands in a way that makes it the most distinctive or prominent feature of the creative. Meta's brand assets should not be modified in any way, such as by changing the design or color, or for the purpose of special effects or animation.

[Learn more](#)

Copyrights and Trademarks

All other ads and destination (landing) pages must not use our copyrights, trademarks, or any confusingly similar marks, except as expressly permitted by the Meta Brand Resource Center, or with our prior written permission.

[Learn more](#)

User Interface Screenshots

When featuring the user interface (UI) of any Meta brands in an ad, the ad must accurately depict how the UI currently appears and functions in the product. If an action or functionality depicted cannot happen in the current product or within the current UI then it cannot appear to happen in an ad.

Depictions of the UI in ads must be featured within the context of a relevant device (for example, mobile or desktop) and as permitted by the [Meta Brand Resource Center](#). The UI may not be modified in any way, including but not limited to: adding special effects, interference or animation. Glyphs (special characters) or elements of the UI may not be used separately or individually.

[Learn more](#)

Social issue, electoral or political advertising

Content that promotes social issue, electoral or political views.

Ads about Social Issues, Elections or Politics

Advertisers can run ads about social issues, elections or politics, provided the advertiser complies with all applicable laws and the authorization process required by Meta. Meta may restrict issue, electoral or political ads. In addition, certain content related to elections may be prohibited by local law or removed in specific regions ahead of voting; [click here for more](#).

[Learn more](#)

Product and format-specific policies

Content associated with additional format-specific requirements.

Non-Functional Landing Page

Ads must not direct people to non-functional landing (destination) pages. This includes landing page content that interferes with a person's ability to navigate away from the page.

[Learn more](#)

Video Ads

Video ads and other dynamic ad types must comply with all of the rules listed in these Advertising Standards, including the Community Standards, as well as the policies below:

1. **Disruptive Content**

Videos and other similar ad types must not use overly disruptive tactics, such as flashing screens.

2. **Entertainment Related Restrictions**

Ads for movie trailers, TV shows, video game trailers and other similar content are only allowed with prior written permission from Meta and must target people who are 18 years or older. Excessive depictions of the following content within these ads are not allowed:

1. Drugs and alcohol use
2. Adult content
3. Profanity
4. Violence and gore

Lead Ads

Advertisers must not create lead ads questions to request the following types of information without our prior written permission.

✓ **Learn more**

Targeting

1. Advertisers must not use targeting options to discriminate against, harass, provoke, or disparage people or to engage in predatory advertising practices.
2. If advertisers target their ads to custom audiences, they must comply with the [applicable terms](#) when creating an audience.

Relevance

1. Ads must clearly represent the company, product, service, or brand that is being advertised.
2. All ad components, including any text, images or other media, must be relevant to the product or service being offered.
3. The products and services promoted in an ad must match those promoted on the landing page. Learn more about [ad quality](#) best practices that can improve ad performance.

Branded Content

Ads promoting branded content must tag the featured third party product, brand or business partner using the branded content tool. Branded content within ads is defined as a creator or publisher's content that features or is influenced by a business partner for an exchange of value. When promoting branded content integrations, advertisers must use the branded content tool (please learn more [here](#) on how to tag the featured third party product, brand or business partner).



Advertising policies affecting business assets

Beyond rejecting ads that violate our policies, we also review and take action, such as restricting the ability to advertise, on an advertiser's Business Account or its assets, such as ad accounts, Pages and user accounts for violating the below policies. If you believe your ad account, user account, Page or Business Account was incorrectly restricted, you can [request a review](#) of the decision in [Account Quality](#).

Violating Content

Advertisers must comply with our [advertising policies](#). If we find that an ad account, Page, user account, or Business Account has violated our policies, an advertiser may face advertising restrictions depending on the type and severity of the violation.

[Learn more](#)

Evading Enforcement

Advertisers must not evade or attempt to evade our review process and enforcement actions. If we find that an ad account, Page, user account or Business Account is evading our review process and enforcement actions, an advertiser may face advertising restrictions.

[Learn more](#)

Account Authenticity

Advertisers must use authentic business assets to run ads across our technologies. If we find that an inauthentic user account, ad account, Page or Business Account was used to run ads, an advertiser may face advertising restrictions. Per [Facebook's Community Standards](#), we may restrict or remove inauthentic user accounts.

[Learn more](#)

Violating Networks or Associations

Advertisers must not manage business assets that are connected to other abusive business assets or display behavior similar to business assets that we've already taken down. If they do, an advertiser may face advertising restrictions on their associated ad account, Page, user account or Business Account.

[Learn more](#)

Data use restrictions

1. Ensure any ad data collected, received or derived from your Facebook or Instagram ad ("Meta advertising data") is only shared with someone acting on your behalf, such as your service provider. You are responsible for ensuring your service providers protect any Meta advertising data or any obtained from us, limit their use of all of that information, and keep it confidential and secure.
2. Don't use Meta advertising data for any purpose (including retargeting, commingling data across multiple advertisers' campaigns, or allowing piggybacking or redirecting with tags), except on an aggregate and anonymous basis (unless authorized by Meta) and only to assess the performance and effectiveness of your Meta advertising campaigns.
3. Don't use Meta advertising data, including the targeting criteria for your ad, to build, append to, edit, influence, or augment user profiles, including

profiles associated with any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device.

4. Don't transfer any Meta advertising data (including anonymous, aggregate, or derived data) to any ad network, ad exchange, data broker or other advertising or monetization related service.

Things you should know

1. The Advertising Policies apply to (1) ads and commercial content served by or purchased through Meta, on or off the Meta services, including ads purchased under AAAA/IAB Standard Terms and Conditions, (2) ads appearing within apps on Meta, and (3) ads on Instagram. Your use of Meta's advertising products and services is part of "Meta" under Meta's Statement of Rights and Responsibilities (<https://www.facebook.com/legal/terms> , the "SRR") and is subject to the SRR. You may be subject to additional terms or guidelines if you use Instagram or certain Meta advertising-related products or services.
2. Advertisers are responsible for understanding and complying with all applicable laws and regulations. Failure to comply may result in a variety of consequences, including the cancellation of ads you have placed and termination of your account.
3. We do not use sensitive personal data for ad targeting. Topics you choose for targeting your ad don't reflect the personal beliefs, characteristics or values of the people who use Facebook or Instagram.
4. Once displayed, ads are public information. Ads may be re-shared and accessed outside of the targeted audience, including from the Facebook Page running the ads or within Meta Products. If users have interacted with your ad, your ad may remain on Meta products (for example, shared until the users delete it or visible to users through their account tools). If your ad is a [political ad](#), it will be displayed in our [Ad Library](#). This means that Meta may display (at no cost to you) and provide access to the ad content and creative, as well as information about the ad campaign (such as total spend and delivery data) for a period of seven (7) years from the completion of your order. Meta may disclose your advertising content, and all information associated with your advertising, to a governmental entity or body if Meta believes that disclosure would assist in a lawful investigation.

5. If you are managing ads on behalf of other advertisers, each advertiser or client must be managed through separate ad accounts. You must not change the advertiser or client associated with an established ad account; set up a new account. You are responsible for ensuring that each advertiser complies with these Advertising Policies.
 6. As stated in our [Community Standards](#), you must not sell, rent, buy or exchange site privileges, such as administrative access, for assets that belong to you or that you manage. Helping anyone evade or circumvent our enforcement of our policies or terms of service is also prohibited.
 7. We reserve the right to reject, approve or remove any ad for any reason, in our sole discretion, including ads that negatively affect our relationship with our users or that promote content, services, or activities, contrary to our competitive position, interests, or advertising philosophy.
 8. For policies that require prior written permission, [Meta](#) may grant these permissions.
 9. These policies are subject to change at any time without notice.
-

Transparency requirements under the EU Digital Services Act

Meta is required by EU law to ensure that its users located in the EU, and associated territories, are able to identify certain information about each ad that they see, including information about the natural or legal person on whose behalf the advertisement is presented and the natural or legal person who is paying for the ad (if different). In order for Meta to be able to meet its obligations, when creating an ad, you are required to provide the following information in the associated text fields:

- **Beneficiary field:** the full legal name of the person, company, business, charity or institution on whose behalf your ad is being presented.
- **Payor field (if different from above):** the full legal name of the person, company, business, charity or institution who paid for the ad.

You are responsible for ensuring that this information is complete, accurate and up-to-date for each ad that you submit to Meta, and that it remains so for the entirety of the period during which the ad is running.

[Learn more.](#)

NEXT

Other policies

PREVIOUS

Facebook Community Standards



POLICIES

ENFORCEMENT

SECURITY

FEATURES

OVERSIGHT

REPORTS

RESEARCH TOOLS

[Privacy Policy](#) [Terms of Service](#) [Cookies](#)

No. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

JOHANNE GAUTHIER
and
FERNAND LAROCHE

Plaintiffs

vs.

FACEBOOK CANADA LTD
and
META PLATFORMS / FACEBOOK INC.

Defendants

EXHIBIT D-5

ORIGINAL

Me Karine Joizil | Me Charlotte Simard-Zakaib
/ 204930-576439

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 Back to Terms and Policies

BUSINESS

Commerce

Overview

Steps to Take if Disapproved

Prohibited Content

Restricted Content

Overview

Products sold on Facebook, Instagram, and WhatsApp must comply with our Commerce Policies. Additionally, products sold on Facebook must comply with Facebook's [Community Standards](#), and products sold on Instagram must comply with Instagram's [Community Guidelines](#). Buyers and sellers are also responsible for complying with all applicable laws and regulations. Failure to comply with our policies may result in a variety of consequences, including, but not limited to, removal of listings and other content, rejection of product tags, or suspension or termination of access to any or all Facebook, Instagram, or WhatsApp commerce surfaces or features. If you repeatedly post content that violates our policies, we may take additional action on your account. We reserve the right to reject, approve, or remove any listing for any reason at any time, in our sole discretion.

If you think it was a mistake, you can request a review by following these steps for [Marketplace](#), or these steps for products in your [Catalog](#) (available on Instagram, Facebook, and WhatsApp Business app), and we'll take another look.

Prohibited Content

Buying or selling of the following is prohibited on Facebook, Instagram, and WhatsApp commerce surfaces and features:

- 1 Community Standards** ↗
Commerce listings must not violate our [Community Standards](#).
- 2 Adult Products** ↗
Listings may not promote the buying, selling, or use of adult products.
- 3 Alcohol** ↗
Listings may not promote the buying or selling of alcohol.
- 4 Body Parts and Fluids** ↗
Listings may not promote the buying or selling of human body parts or fluids.
- 5 Digital Media and Electronic Devices** ↗
Listings may not promote the buying or selling of devices that facilitate or encourage streaming digital content in an unauthorized manner or interfering with the functionality of electronic devices.

identity, family status, marital status, disability, or medical or genetic condition. Listings must comply with all applicable laws prohibiting discrimination. This includes but is not limited to discrimination for housing listings.

7 Documents, Currency, and Financial Instruments ↗

Listings may not promote the buying or selling of real or fake documents, currency, financial instruments and virtual currency.

8 Gambling

Listings may not promote the buying, selling or facilitation of online gambling for money or money's worth, including digital currencies. Online gambling includes gaming, betting, lotteries, raffles, casino, fantasy sports, bingo, poker and sweepstakes in an online environment.

9 Hazardous Goods and Materials ↗

Listings may not promote the buying or selling of hazardous materials and substances.

10 Human Exploitation and Sexual Services ↗

Listings may not promote any form of human trafficking, prostitution, escort, or sexual services.

11 Ingestible Supplements ↗

Listings may not promote the buying or selling of ingestible supplements.

12 Jobs ↗

Listings on commerce products may not promote job opportunities. This

13 **Land, Animals, and Animal Products** ↗

Listings may not promote the buying or selling of animals or animal parts, or land in ecological conservation areas.

14 **Medical and Healthcare Products** ↗

Listings may not promote medical and healthcare products and services, including medical devices, or smoking cessation products containing nicotine.

15 **Misleading, Violent, or Hateful** ↗

Listings may not contain misleading, violent, or hateful products and offers.

16 **No Item for Sale** ↗

Listings may not promote news, humor, or other content that does not offer any product for sale.

17 **Prescription Products, Drugs, and Drug Paraphernalia** ↗

Listings may not promote the buying or selling of drugs, drug paraphernalia, or prescription products.

18 **Recalled Products** ↗

Listings may not promote the buying or selling of recalled products.

19 **Services** ↗

Services may not be listed.

20 **Sexually Positioned Products** ↗

Listings may not promote the buying or selling of items that have been stolen.

22 **Subscriptions and Digital Products** ↗

Listings may not promote the buying or selling of downloadable digital content, digital subscriptions, and digital accounts.

23 **Third-Party Infringement** ↗

Listings may not contain content that infringes upon or violates the intellectual property rights of any third party, including [copyright](#) or [trademark](#). This includes, but is not limited to, the promotion or sale of counterfeits, such as goods that copy the trademark (name or logo) and/or distinctive features of another company's products to imitate a genuine product.

24 **Tobacco Products and Related Paraphernalia** ↗

Listings may not promote the buying or selling of tobacco products or tobacco paraphernalia.

25 **Used Cosmetics** ↗

Listings may not promote the buying or selling of cosmetics that have been used, or that are not sold in their original packaging.

26 **Vehicle Parts and Accessories** ↗

Listings may not promote the buying, selling, or trading of certain vehicle parts and accessories.

and explosives.

Restricted Content

The sale of the following is restricted on Facebook, Instagram, and WhatsApp Commerce Products:

- 1 Events or Admission Tickets ↗**
The buying and selling of tickets is restricted.
- 2 Gift Cards and Vouchers ↗**
The buying and selling of gift cards or vouchers is restricted.
- 3 Pet Adoption Matching Services ↗**
Pet adoption matching services are restricted to vetted partners.

[Community Standards](#)

[More Policies](#)

 [Back to Commerce](#)

PROHIBITED CONTENT

Documents, Currency, and Financial Instruments

POLICY

Listings may not promote the buying or selling of real or fake documents, currency, financial instruments and virtual currency

NOT ALLOWED

- ✘ Real and replica documents like passports, IDs or certificates
- ✘ Real money (cash or cash equivalent instruments and coins)
- ✘ Replica or prop money
- ✘ Digital or cryptocurrency
- ✘ Active bank credit or debit cards
- ✘ Store credit cards or coupons
- ✘ Pre-paid credit or debit cards
- ✘ Checks or checkbooks



[Terms of Service](#)

[Privacy Policy](#)

[Privacy Shield Notice](#)

[Community Standards](#)

[More Policies](#)

No. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

JOHANNE GAUTHIER
and
FERNAND LAROCHE

Plaintiffs

vs.

FACEBOOK CANADA LTD
and
META PLATFORMS / FACEBOOK INC.

Defendants

EXHIBIT D-6

ORIGINAL

Me Karine Joizil | Me Charlotte Simard-Zakaib
/ 204930-576439

BC0847

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No. 500-06-001236-237
SUPERIOR COURT
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

JOHANNE GAUTHIER
and
FERNAND LAROUCHE

Plaintiffs

vs.

FACEBOOK CANADA LTD
and
META PLATFORMS / FACEBOOK INC.

Defendants

**APPLICATION OF THE DEFENDANTS FOR
LEAVE TO ADDUCE EVIDENCE
(art. 574 C.C.P.)**

ORIGINAL

Me Karine Joizil | Me Charlotte Simard-Zakaib
/ 204930-576439

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Fleurant, Natasha

De: Rancourt, Francine
Envoyé: mardi, décembre 12, 2023 10:40
À: David Bourgoïn
Cc: Joizil, Karine; Simard-Zakaib, Charlotte
Objet: NOTIFICATION: 500-06-001236-237 | Application of the Defendants for Leave to adduce evidence and Exhibits D-1 to D-6 | our file: 204930-576439 [MT-MTDOCS.FID3838086]
Pièces jointes: Application by Defendants for Leave to Adduce Relevant Evidence and Exhibits D-1 to D-6.pdf

**COUR SUPÉRIEURE
(Chambre civile)**

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

N° : 500-06-001236-237

JOHANNE GAUTHIER
-et-
FERNAND LAROUCHE

Demandeurs

c.

FACEBOOK CANADA LTD
-et-
META PLATFORMS / FACEBOOK INC.

Défenderesses

**BORDEREAU DE NOTIFICATION PAR COURRIEL
(Art. 133 et 134 C.p.c.)**

MONTRÉAL, le 12 décembre 2023

HEURE : Voir bordereau de notification

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NATURE DU DOCUMENT :

APPLICATION OF THE DEFENDANTS FOR LEAVE TO ADDUCE EVIDENCE
(ART. 574 C.C.P.) AND EXHIBITS D-1, D-2, D-3, D-4, D-5 AND D-6

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CANADA, PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
COUR SUPÉRIEURE, RECOURS COLLECTIF
CAUSE : 500-06-001236237

HONORAIRES POUR SERVICE(S) DE COUR

v/d : 204930-576439

JOHANNE GAUTHIER ET FERNAND LAROUCHE

PLAINTIFF(S)

VS

**FACEBOOK CANADA LTD ET META PLATFORMS /
FACEBOOK INC.**

DEFENDANT(S)

L'étude **Paquette & Associés, Huissiers de justice**, ayant son principal établissement d'entreprise situé au 215 RUE ST-JACQUES, bureau 600, MONTRÉAL, QC, CANADA, H2Y 1M6, vous avise, par la présente, que dans ce dossier, un débit a été porté à votre compte pour la(les) raison(s) suivante(s) :

Nous avons procédé, le 12 décembre 2023 à 13:00, à la **PRODUCTION au GREFFE de CETTE COUR**

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Pour toutes informations supplémentaires, veuillez communiquer avec votre responsable à la clientèle, **SHAZIA GOLLER AHMAD**.

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MONTRÉAL, le 12 décembre 2023



PAQUETTE ET ASSOCIES (CPMTL), huissier de justice

a/s : ME CHARLOTTE SIMARD-ZAKAIB
McCARTHY TETRAULT S.E.N.C.R.L. s.r.l. (2046)

(HE CHARDA) IKHME 4 GOLSH E1212 I1213-10:35 REF:2567924-1-1-1 ()
NB:1 FRAIS:

No Engr. T.P.S. : R122687056

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PAQUETTE
HUISSIERS DE JUSTICE