

## The Spark AR Creator Collab Pilot Terms

The Spark AR Creator Collab Pilot Terms (“**Terms**”) apply to all elements of the Spark AR Study Group Program (“**Program**”) including but not limited to each of the Program’s official Facebook groups (“**Community Group(s)**”), events, campaigns, opportunities, and engagements (the “**Program**”). The Community Groups and the Program are owned and controlled by Facebook, Inc., 1 Hacker Way, Menlo Park, CA 94025 USA (“**Facebook**”), and Facebook is the commercial operator of same.

PLEASE CAREFULLY READ THESE TERMS BEFORE TAKING ANY STEPS TO PARTICIPATE IN THE PROGRAM, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. YOU AGREE TO THESE TERMS BY SUBMITTING YOUR PROGRAM APPLICATION (“**APPLICATION**”) AND/OR BY ACCESSING OR USING A COMMUNITY GROUP. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT TAKE ANY STEPS TO PARTICIPATE IN THE PROGRAM.

NOTE: THE COMMUNITY GROUPS ARE INTENDED FOR AUTHORIZED AND APPROVED PARTICIPANTS ONLY.

**ELIGIBILITY** The Program is open to natural persons who, as of the date of Application: (a) consider themselves a beginner Spark AR creator, (b) are at least eighteen (18) and the age of majority in their jurisdiction of residence, (c) have an active Facebook account in good standing, and (d) reside within the Territory (as defined below) (each a “**Participant**”).

Government officials or those related to a government official are ineligible to participate in the Program. A government official includes officials, employees, or anyone else acting in an official capacity on behalf of a government or government agency (e.g., legislators, regulators, police, judges), state-owned/controlled enterprises (e.g., professors at state universities, executives at state-controlled companies); political parties or campaigns; public international organizations (e.g., U.N. or World Bank officials); and candidates for public office. For purposes of these Terms, “related” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, in-law, or those living in the same household (whether or not “related”).

“**Territory**” as used here in means any jurisdiction that is not under any trade or economic sanctions or on any designated program or country list where the laws of the United States or local law prohibits their participation or receiving a prize in any contest, and specifically excludes: Quebec, Crimea, Cuba, Sudan, Iran, North Korea, China, and Syria.

**PROGRAM MEMBERSHIP** The Program requires registration and completion of an Application, which will require provision of certain information. When you choose to provide the information, you agree to provide only true, accurate, current and complete information.

**LICENSE** You hereby grant Facebook permission to use the information you submit during the application process (including but not limited to your name and address and your likeness) for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide (including online) in perpetuity without additional compensation, review, or approval.

You hereby release Facebook from any and all liability that may arise in connection with your participation in the Program and use of the Community Group. You will notify Facebook if your

Facebook username or password is lost, stolen, or used by another person. Your membership in the Program and access to any Community Group is strictly at the discretion of Facebook and may be revoked at any time without cause and without notice.

Participation in certain aspects of the Program may require your agreement to additional terms and signature of documents such as a Confidentiality Agreement or Publicity Release.

**COMMUNITY GROUP MEMBERSHIP** You agree to be responsible for any activities that occur within the Community Group to which you are a part and agree you will not transfer your membership or any membership rights thereof. You are responsible for maintaining the confidentiality of your Facebook password and for restricting access to your computer (or other Internet access device, as applicable) so that others may not access the Community Group. The Community Groups are only open to Program Participants and are not confidential communities. Note that other Participants of your Community Group can follow, communicate or connect with you once you start using a Community Group.

**PRIVACY AND DATA** In order for us to administer the Program, evaluate and verify Applications, communicate with you, and comply with applicable law, the information in your Application, including any personal data provided, will be collected, used by Facebook, and may be transferred to the United States, if applicable. By participating in this Program, each Participant hereby consents to his/her personal information used as described above. Personal information received by Facebook will be treated in accordance with Facebook's data policy at <https://www.facebook.com/policy.php>. Participants can access, delete, or correct personal data received by Facebook by viewing Facebook's data policy and following the instructions provided. Additionally, your Application will request your Facebook ID, among other information, we are able this enables Facebook to track your Spark AR usage via Spark AR data stored on Facebook's servers.

**OWNERSHIP OF COMMUNITY GROUP CONTENT** Unless otherwise explicitly specified, all materials that are included in or are otherwise a part of the Community Group, including past, present and future versions, content available for download, domain names, source and object code and the "look and feel" of the Community Group ("**Community Group Content**") are owned, controlled or licensed by Facebook, its subsidiaries or affiliates, and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, and other laws, rules, regulations and treaties.

The Community Group Content must only be used in connection with the Program and for personal enrichment and development, it may not be copied, reproduced, downloaded or distributed for any commercial means, without the express permission of Facebook. *Any unauthorized use of the Community Group Content is prohibited.*

**YOUR LICENSE TO USE COMMUNITY GROUP CONTENT** With respect to Community Group Content, you agree to: (a) keep intact all copyright and other proprietary notices; (b) make no modifications to the Community Group Content; and (c) not allow or assist any third party (whether or not for your benefit) to copy or adapt any Community Group content.

Subject to your compliance with these Terms, Facebook grants you a limited, personal, non-exclusive, non-commercial, revocable and non-transferable license to access, download and view a single copy of the Community Group Content available in the Community Group.

**CONTENT YOU SUBMIT** The Program provides you the opportunity to post content within the Community Group. The content you choose to post or disseminate in the Community Group is referred to in these Terms as "**User Content**". Your User Content will be available for all other Program Participants to view and download, so use caution in what you post or otherwise make available on the Community Group.

Except as otherwise described in [Facebook's Data Policy](#) or in your Application, you remain the owner of your User Content, but you acknowledge that Facebook must have a license from you in order to display and use your User Content. Accordingly, you grant to Facebook an unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of your User Content for any purpose whatsoever (including promotional activity) in all formats, on or through any media, technology or device now known or hereafter developed. You further perpetually and irrevocably grant Facebook the unconditional right to use, disseminate and display your name, persona and likeness included in any User Content and in connection with any User Content, without any obligation or payment to you.

You agree that your User Content will be treated as non-confidential and non-proprietary. You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant Facebook the license above. Upon Facebook's request, you will furnish to Facebook any documentation, substantiation or releases necessary to verify your compliance with these Terms.

You authorize Facebook to publish your User Content in a searchable format that may be accessed by users of the Community Group. Except as prohibited by law, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you. You also acknowledge that the Internet may be subject to breaches of security and you are aware that submissions of User Content or other information may not be secure, and you should consider this before posting any information in the Community Group.

You also understand and acknowledge that: (a) Facebook and its parent, subsidiary and affiliate companies have wide access to ideas and other materials and that many ideas may be similar or identical to your User Content and/or each other; (b) you will not be entitled to any compensation as a result of Facebook's use of any such similar or identical material; and (c) Facebook does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of your copyright in and to your User Content. The Community Group is not the place to send Facebook any unsolicited idea submissions or other intellectual property for Facebook's consideration.

You agree that Facebook has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its rights to use your User Content. You further acknowledge and agree that Facebook will not have any obligation to you with regard to User Content and that Facebook may or may not monitor, display or accept your User Content and may delete it at any time and you may have no right to access or control any User Content that you provide once you provide it.

**USER INTERACTIONS AND DISPUTES** You are solely responsible for your interactions with other users of the Community Group, whether online or offline. Facebook is not responsible or

liable for the conduct of any user. We reserve the right, but have no obligation, to monitor disputes and take action associated with those disputes (e.g., revoking membership). Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

**ACCEPTABLE USE POLICY: COMMUNITY USAGE RULES** When you contribute, post, upload or otherwise provide User Content to the Community Group or send messages to Facebook or other users of the Community Group, you agree to comply with the following rules ("**Rules**"):

## **CONTENT**

- **No Illegal Content.** You must steer clear of posting information or discussing matters that are or would be illegal, including any matters that would violate securities or antitrust laws. For example, you must not discuss pricing or post any recommendations about investments. If someone could go to jail for taking action suggested by your User Content, don't upload or post it.
- **User Content must be yours.** All User Content must be original with you, not copied from someone else's work, and you must have all rights in the User Content; OR, all persons or companies who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Community Group and elsewhere. Do not use any content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet. If you share a photo or video that contains any third parties, you must have obtained their consent and can provide said consent to Facebook upon request. Any photos or videos must be appropriate for the Program and must not depict anyone or any entity in an unflattering manner.
- **Don't share any trade secrets or confidential information.** We hope that you will use the Community Group to exchange information and content and have discussions with other Participants. However, the Community Group is not the place for confidential or proprietary information, so do not post that type of information. User Content that you post on the Community will be accessible and viewable by other users. So think twice before you post.
- **Don't share other people's personal information.** Your User Content may not reveal another person's address, phone number, email address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature.

## **NO COMMERCIAL PURPOSE**

- **Do not use the Community Group for a commercial purpose.** Your User Content may not advertise or promote a product or service. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme. You agree that you will not monetize any portion of the Community Group.
- **No Solicitation of Endorsements.** The Community Group is not the place solicit an endorsement.

- **No Charitable Solicitations.** The Community Group is not the place to advertise charitable activity or solicit funds or pledges in connection with any charity, fundraiser or other charitable purpose.
- **No Promotions.** You must not offer your own promotions, sweepstakes, contests, etc. in the Community Group without Facebook's prior written permission, which may be withheld for any reason.

## RELEVANT CONTENT AND GOOD BEHAVIOR REQUIRED

- **No Complaints or Gripping.** The Community Group is not the place for complaining about your company, Facebook, another company, or another person. The Community Group is also not the place to discuss errors in services. Direct any such complaints out of the Community Group directly to the relevant company or person.
- **No violence.** Your User Content may not promote violence or describe how to perform a violent act.
- **Be honest and do not misrepresent yourself.** Do not impersonate any other person, user or company or misrepresent your identity or affiliation with a person or company. Do not imply or state, directly or indirectly, that you are affiliated with or endorsed by Facebook or any of its parent, affiliate or subsidiary companies.
- **Keep it relevant.** Your User Content should relate to the content in the Community Group and should be intended to add to the discussion and community in the Community Group - it should not include irrelevant topics or postings (this is not the place to discuss politics, religion, or private matters).
- **Please follow codes of social decency.** Express yourself with non-offensive individual self-expression. Be respectful of others' opinions and comments so we can continue to build a community for all Participants to enjoy. If you think your User Content might offend someone, chances are it probably will, and it doesn't belong in the Community Group. Cursing, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual preference or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.
- **No Personal Relationships.** The Community Group and all Community Group features are for business purposes only. This is not a dating site.
- **Don't damage the Community Group or anyone's computers.** User Content may not knowingly contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Community Group, Facebook.com, or any computer system.

You must not and agree not to (a) interfere with or disrupt the Community Group or any Facebook servers or networks; or (b) intentionally or unintentionally violate any applicable local, state, national or international law, including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

**REPORTING COPYRIGHT AND OTHER INTELLECTUAL PROPERTY VIOLATIONS** You may not use the Community Group for any purpose or in any manner that infringes the rights of any third party. Facebook encourages you to report any content in the Community Group that you believe infringes your rights. Only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content. If you have a good faith belief that content in the Community Group infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below.

In accordance with the Digital Millennium Copyright Act of 1998 (the "**DMCA**"), Facebook has a designated agent for receiving notices of copyright infringement and Facebook follows the notice and take down procedures of the DMCA. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Facebook's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works within the Community Group are covered by a single notification, a representative list of such works in the Community Group; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that any content in the Community Group violates your rights other than copyrights, please provide Facebook with at least the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (c) an explanation of what rights you own/have and why you believe the content infringes your rights sufficient for us to evaluate your complaint; and (d) accurate contact information for you.

Please send your notice of claims of copyright infringement on or regarding the Community Group or other complaint regarding alleged violation of rights to Facebook's copyright agent, who can be reached as follows:

Facebook, Inc.  
Attn: Facebook Designated Agent  
1601 Willow Road  
Menlo Park, California 94025  
650.543.4800 (phone)  
ip@fb.com

**NOTE:** This contact information is for inquiries regarding potential copyright and other intellectual property infringements only. We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers.

It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

Facebook will provide you with notice if your materials have been removed based on a third-party complaint of alleged infringement.

**PROMOTIONS** The Community Group may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the Facebook's requirements of you in connection with the applicable sweepstakes or promotion.

**COMMUNITY GROUPS TERRITORIAL RESTRICTIONS** The information provided on a Community Group is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Facebook to any registration requirement within such jurisdiction or country. Facebook makes no representations or warranties that the information, products or services contained in any Community Group are appropriate for use or access outside of the jurisdiction in which it was formed. Anyone using or accessing the Community Group does so on their own initiative and is responsible for compliance with all applicable laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Community Group(s) or any portion of a Community Group, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

**PROGRAM REQUIREMENTS AND BENEFITS** Facebook will group Participants, guided by Facebook-selected facilitators, to study a shared curriculum in order to create specific Spark AR effects. Participants in the Program are required to attend virtual education webinars ("**Study Groups**") and make two (2) filters. Participants will receive recognition on DevC, FB4D, or Spark AR's page, a digital certification, and ability to interact with Facebook employees through the Community Group.

You understand agree that you are solely responsible for all taxes related to, or due from, the acceptance of any benefit (including, without limitation, any applicable national, federal, state, provincial, territorial, prefectural, and/or local taxes), and that, if required in Facebook's sole discretion, Facebook may file a tax reporting form for the total value of the benefit with the Internal Revenue Service or any other applicable taxing authority in your jurisdiction.

**CASE STUDIES** From time to time, Facebook may create case studies about Program Participants' advertising campaigns ("**Case Studies**") that may incorporate User content. You will have the right to approve any such Case Study (provided that Facebook may translate and make nonmaterial modifications to an approved Case Study). You hereby grant to Facebook, a royalty-free, worldwide right and license to use, distribute, reproduce, perform and display in any and all languages, in Facebook's sole discretion, any User Content that is incorporated into a Case Study to promote Facebook or any of its advertising programs or products. Facebook may also publicly disclose any information relating to the advertising campaign represented in any

Case Study (the “**Campaign**”), including your participation in a Campaign, the type and amount of advertising delivered under a Campaign, and any performance metrics related to a Campaign, including clicks, impressions and any other type of engagement. Facebook agrees that it will not publicly disclose information regarding the fees paid for any Campaign without your prior approval.

In connection with Facebook’s preparation of the Case Studies, you agree to being recorded by Facebook, including but not limited to audio, video, digital and/or screen images (collectively, “**Recordings**”). Facebook will obtain your prior review and approval of Recordings that are incorporated into any Case Study, which approval will not be unreasonably withheld or delayed. You will not be entitled to any compensation for Recordings or Feedback. “**Feedback**” means any feedback, comments or suggestions regarding any (a) Case Study (including feedback, comments or suggestions contained in Recordings); (b) Campaign; (c) products and/or services of Facebook, including comments or suggested changes to Facebook’s current or future products and/or services.

Participant hereby grants to Facebook, a non-exclusive, non-transferable royalty-free, worldwide right and license to use, distribute, reproduce, perform and display your trademarks, service marks, names and logos provided to Facebook (the “**Participant Trademarks**”). All goodwill arising out of Facebook’s use of Participant Trademarks will inure to the benefit of you. Subject to the foregoing, as between the parties, you retain all right, title and interest in and to the Participant Trademarks, along with all associated rights.

**THIRD PARTIES** There may be links in the Community Group, or from communications you receive from Facebook, to third party web sites or online features. The Community Group also may include third party content that we do not control, maintain or endorse. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND THROUGH THE PROGRAM INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.

**DISCLAIMER OF WARRANTIES** THE PROGRAM AND ITS COMMUNITY GROUPS, INCLUDING, WITHOUT LIMITATION, THE COMMUNITY GROUP CONTENT, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER FACEBOOK NOR ANY OF ITS PARENT, SUBSIDIARY COMPANIES, AFFILIATES, SUPPLIERS OR LICENSORS NOR THEIR EMPLOYEES, MANAGERS, OFFICERS, AGENTS AND VENDORS (COLLECTIVELY, THE "**FACEBOOK PARTIES**") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE PROGRAM; (B) THE COMMUNITY GROUP; (C) THE COMMUNITY GROUP CONTENT; (D) USER CONTENT; AND/OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO FACEBOOK OR VIA THE COMMUNITY GROUP. IN ADDITION, THE FACEBOOK PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

THE FACEBOOK PARTIES DO NOT REPRESENT OR WARRANT THAT THE PROGRAM OR COMMUNITY GROUP(S) WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS

WILL BE CORRECTED; OR THAT THE FACEBOOK SERVERS ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE FACEBOOK PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) IN THE COMMUNITY GROUP(S) ARE ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE COMMUNITY GROUP IS AT YOUR SOLE RISK. THE FACEBOOK PARTIES DO NOT WARRANT THAT ANY USE OF THE COMMUNITY GROUP(S) IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE FACEBOOK PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS.

BY ACCESSING OR USING A COMMUNITY GROUP YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE COMMUNITY GROUP.

THE FACEBOOK PARTIES DO NOT ENDORSE USER CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY USER CONTENT OR COLLABORATIVE CONTENT OBTAINED THROUGH THE COMMUNITY GROUP.

**LIMITATION OF LIABILITY; WAIVER** UNDER NO CIRCUMSTANCES WILL THE FACEBOOK PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE PROGRAM; (B) COMMUNITY GROUP; (C) THE COMMUNITY GROUP CONTENT; (D) USER CONTENT; (E) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF COMMUNITY GROUP; (F) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE FACEBOOK PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE COMMUNITY GROUP; (G) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (H) ANY ERRORS OR OMISSIONS IN THE COMMUNITY GROUP'S TECHNICAL OPERATION; (I) YOUR PARTICIPATION IN PROGRAM EVENTS OR OPPORTUNITIES; (J) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE FACEBOOK PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE COMMUNITY GROUP); OR (K) APPLICATIONS THAT ARE SUBMITTED BY ILLEGITIMATE MEANS; LOST, LATE, INCOMPLETE, MISDIRECTED, STOLEN, GARBLED, INCOMPREHENSIBLE, OR ILLEGIBLE APPLICATIONS. IN NO EVENT WILL THE FACEBOOK PARTIES BE LIABLE TO

YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE FACEBOOK PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED TEN UNITED STATES DOLLARS (\$10.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF FACEBOOK'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER SITE CONTENT OWNED OR CONTROLLED BY THE FACEBOOK PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER SITE CONTENT OWNED OR CONTROLLED BY THE FACEBOOK PARTIES.

BY JOINING THE PROGRAM, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

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

## **INDEMNIFICATION**

You agree to indemnify, defend (if requested by Facebook) and hold the Facebook Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your User Content; (b) your use of the Community Group or activities in connection with the Program; (c) your breach or anticipatory breach of these Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the Facebook Parties' use of your information as permitted under these Terms, the Data Policy, or any other written agreement between you and Facebook. You will cooperate as fully required by the Facebook Parties in the defense of any claim. The Facebook Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Facebook Parties.

**TERMINATION** Facebook reserves the right to terminate the Program, any Community Group, or your access to any Community Group in its sole discretion, without notice and liability, including, without limitation, if Facebook believes your conduct fails to conform with these Terms. Facebook also reserves the right to investigate suspected violations of these Terms, including, without limitation, any violation arising from any emails you send to Facebook. Any violation of these Terms may be referred to law enforcement authorities.

You may terminate your membership in the Program, for any or no reason, at any time, by sending a message to the administrator of your Community Group or sending an email to [developercircles@fb.com](mailto:developercircles@fb.com).

If your access to a Community Group is terminated, cancelled or otherwise ends: (i) we will remove your profile from the Community Group; and (ii) we may, in our sole discretion, remove and discard any of your User Content, but we will have no obligation to do so and public posts made by you on the Community Group created by you on the Community Group may remain on the Community Group in perpetuity. If you uploaded content you wish to be deleted from the Community Group, you can email us at [developercircles@fb.com](mailto:developercircles@fb.com) and we will review your request.

Termination, suspension, or cancellation of the Program or your access to the Community Group will not affect any right or relief to which Facebook may be entitled, at law or in equity. Upon termination of these Terms, all rights granted to you will automatically terminate and immediately revert to Facebook and its licensors.

**DISPUTES/GOVERNING LAW:** Except where prohibited by law, any and all disputes, claims, and causes of action between a Participant and any Facebook Party arising out of or connected with this Program or any benefits received must be resolved individually, without resort to any form of class action. This Program and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the internal laws of the State of California, USA, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any jurisdiction. Any legal actions, suits or proceedings related to this Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over San Mateo County, California, USA, and each Participant accepts and submits to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to this Program.

**THE PROGRAM DOES NOT PROVIDE FINANCIAL OR INVESTMENT ADVICE**

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You agree that you will be responsible for obtaining and maintaining internet access and equipment needed to access and use the Community Groups, if one is available in your jurisdiction. You also agree to comply with all rules, laws and regulations that are applicable to your participation in the Program and use of any applicable Community Group, including, without limitation, those governing your transmission or use of any software or data.

**ENTIRE AGREEMENT AND OUR RIGHT TO UPDATE THESE TERMS** These Terms, as amended from time to time, together with the Application, constitutes the entire agreement that governs your participation in the Program and use of a Community Group, if applicable, and supersedes any prior agreements between you and Facebook with respect to the Program. Facebook reserves the right to modify or add to these Terms at any time without prior notice ("**Updated Terms**"). You agree that we may notify you of the Updated Terms by posting them in your Community Group so that they are accessible via a link to the home page or via email, and that your participation in the Program and/or a Community Group after we have posted and/or sent the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the Community Group. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Community Group from that point forward.