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## Terms of Use

**These Terms of Use are effective as of October 3, 2005.**

### Introduction

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### Eligibility

You must be thirteen years of age or older to register as a member of Facebook or use the Web site. If you are under the age of 13, you are not allowed to register and become a member of Facebook or access Facebook content, features and services on the Web Site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you agree to and to abide by all of the terms and conditions of this Agreement. Facebook may terminate your membership for any reason, at any time.

### Member Conduct

You understand that the Web site is available for your personal, non-commercial use only. You agree that no materials of any kind submitted through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of members from the Web site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Web site or for any other purpose. You further agree that you may not use Web site in any unlawful manner or in any other manner that could damage, disable, overburden or impair Web site. In addition, you agree not to use the Web site to:

- upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- use or attempt to use another's account, service or system without authorization from Web site, or create a false identity on this website.

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Facebook violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

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You may remove your Member Content from the site at any time. If you choose to remove your Member Content, the license granted above will automatically expire.

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### **Member Disputes**

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### **Privacy**

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TO THE AMOUNT PAID, IF ANY, BY YOU TO FACEBOOK FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

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If there is any dispute about or involving the Web site and/or the Service, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You also agree to the exclusive jurisdiction and venue of the courts of the state and federal courts of Santa Clara County, California and waive all defenses of lack of personal jurisdiction and forum non conveniens. Any cause of action by you with respect to the Web site and/or the Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

### **Indemnity**

You agree to indemnify and hold Facebook, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement or your violation of any law or the rights of a third party.

### **Other**

These Terms of Use constitute the entire agreement between you and Facebook regarding the use of the Web site and/or the Service, superseding any prior agreements between you and Facebook relating to your use of the Web site or the Service. The failure of Facebook to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

### **Questions**

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