

These Terms of Use are effective as of June 28, 2005.

### Introduction

Welcome to the Facebook, an online directory that connects people through networks of academic and geographic centers. The Facebook service is operated by the Facebook network ("Facebook"). By using the Facebook web site (the "Web site") you signify that you have read, understand and agree to be bound by these Terms of Use (this "Agreement"). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the Terms of Use's effective date. Your continued use of the Web site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access Web site. It is your responsibility to regularly review these Terms of Use.

### Eligibility

You must be eighteen years of age or older to register as a member of Facebook or use the Web site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you have the right, authority, and capacity to 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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You are solely responsible for the content, photos or profiles Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members (collectively the "Member Content"). You understand and agree that Facebook may review and delete or remove any Member Content that in the sole judgment of Facebook violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

By posting Member Content to any part of the Web site, you automatically grant, and you represent and warrant that you have the right to grant, to Facebook an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

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#### **Links to other websites**

The Web site contains links to other web sites. Facebook is not responsible for the content, accuracy or opinions express in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on

Facebook Web site does not imply approval or endorsement of the linked web site by Facebook. If you decide to leave Facebook Web site and access these third-party sites, you do so at your own risk.

### Member Disputes

You are solely responsible for your interactions with other Facebook Members. Facebook reserves the right, but has no obligation, to monitor disputes between you and other Members.

### Privacy

Facebook cares about the privacy of its members. Click [here](#) to view the Web site's Privacy Policy.

### Disclaimers

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### Governing Law and Venue

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

Please [contact us](#) with any questions regarding this agreement.