

Terms of Use

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Read the new Terms Welcome to Instagram!

These Terms of Use (or "Terms") govern your use of Instagram, except where we expressly state that separate terms (and not these) apply, and provide information about the Instagram Service (the "Service"), outlined below.

When you create an Instagram account or use Instagram, you agree to these terms.

The Meta Terms of Service do not apply to this Service.

We also have teams and systems that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior.

How Our Service Is Funded#Instead of paying to use Instagram, by using the Service covered by these Terms, you acknowledge that we can show you ads that businesses and organizations pay us to promote on and off the Meta Company Products.

You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the Instagram Community Guidelines, Meta Platform Terms and Developer Policies, and Music Guidelines.

As part of our agreement, you also give us permissions that we need to provide the Service. ☐

Content Removal and Disabling or Terminating Your Account#We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our Instagram Community Guidelines), or we are permitted or required to do so by law.

We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us.

If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our Help Center.

While the deletion process for such content is being undertaken, the content is no longer visible to

other users, but remains subject to these Terms of Use and our Privacy Policy.

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); or 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 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 and security of our products, systems, and users; comply with a legal obligation, such as the preservation of evidence; or comply with a request of a judicial or administrative authority, law enforcement, or a government agency; in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis). If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted.

Our Agreement and What Happens if We Disagree#Our Agreement.

Your use of music on the Service is also subject to our Music Guidelines, and your use of our API is subject to our Meta Platform Terms and Developer Policies.

If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement.

For example, if you use payment features, you will be asked to agree to the Community Payment Terms.

If any of those terms conflict with this agreement, those other terms will govern.

If any aspect of this agreement is unenforceable, the rest will remain in effect.

Any amendment or waiver to our agreement must be in writing and signed by us.

If we fail to enforce any aspect of this agreement, it will not be a waiver.

You agree that we won't be responsible ("liable") 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, even if we know they are possible.

Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service.

Except as provided below, you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram ("claim(s)") must be resolved by arbitration on an individual basis.

If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court.

You can opt out of this provision within 30 days of the date that you agreed to these Terms.

To opt out, you must send your name, residence address, username, email address or phone number you use for your Instagram account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: Meta Platforms, Inc. ATTN:

The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

Updating These Terms# We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies.

Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms.

If you do not want to agree to these or any updated Terms, you can delete your account, here. ☐ ☐

Rights

These Terms of Use therefore constitute an agreement between you and Meta Platforms, Inc. ARBITRATION

You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods). You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law.

You represent you own or have obtained all necessary rights to the content you post or share.

Learn more, including how to report content that you think infringes your intellectual property rights, [here](#).

Nothing is changing about your rights in your content.

When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, 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).

Additional Rights

We Retain If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user). If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours). You can only use our intellectual property and trademarks or similar marks as expressly permitted by our Brand Guidelines or with our prior written permission.

We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your access to the Meta Products and Meta Company Products) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies (including our Instagram Community Guidelines), if you repeatedly infringe other

people's intellectual property rights, or where we are permitted or required to do so by law.

We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

Our past, present, and future affiliates and agents, including Instagram LLC, can invoke our rights under this agreement in the event they become involved in a dispute.

Otherwise, this agreement does not give rights to any third parties.

You cannot transfer your rights or obligations under this agreement without our consent.

Our rights and obligations can be assigned to others.

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways).

Effective Date: 26 July 2022 Was this helpful? [Yes](#) [No](#) [Related Articles](#) [Information for law enforcement](#) [Intellectual Property](#) [Why we added more information to our Terms](#) [Why your account has been restricted for data scraping and what can you do](#) [How long does copyright protection last?](#) [More information about Standard Contractual Clauses](#) [Related Articles](#) [Information for law enforcement](#) [Intellectual Property](#) [Why we added more information to our Terms](#) [Why your account has been restricted for data scraping and what can you do](#) [How long does copyright protection last?](#) [More information about Standard Contractual Clauses](#) [About Us](#) [API](#) [Jobs](#) [Terms](#) [Privacy](#)