



## SUPPLEMENTAL TERMS FOR EXTENDED PLATFORM PRODUCTS

Our [Terms](#), our [Facebook Commercial Terms](#), our [Facebook Platform Policy](#), and all of our other applicable online supplemental terms (collectively, the “**Online Terms**”), apply to access to or use of Facebook Platform (including the Extended Platform Products). Terms used but not defined herein have the meaning given in the Online Terms.

The entity listed below (“**you**”) wishes to access and use (or continue to access and use) the Extended Platform Products and/or User Data that we make available to you as a Direct User and/or Tech Provider (as applicable). Accordingly, as consideration therefor, you hereby agree that the Online Terms and these Supplemental Terms for Extended Platform Products (the latter, these “**Supplemental Terms**”) apply to your access to and use of any Extended Platform Products and/or User Data as a Direct User and/or Tech Provider (as applicable).

### 1. Scope.

- a. “**Direct User**” means an entity accessing or using: (i) any Extended Platform Products not as a Tech Provider or (ii) any Extended Platform Products and/or User Data via a Tech Provider (for clarity, not as a Tech Provider).
- b. “**Extended Platform Products**” means:
  - i. if you are a Direct User, all aspects of Platform listed under the “Direct User List” in our [Covered API Docs](#) (including any functionality thereof) or
  - ii. if you are a Tech Provider, all aspects of Platform listed under the “Tech Provider List” in our [Covered API Docs](#) (including any functionality thereof).
  - iii. You agree that the Covered API Docs are part of and hereby incorporated into these Supplemental Terms. Per our Commercial Terms, we may make changes to the Covered API Docs and by continuing to access or use Platform after notice of any update to the Covered API Docs, you agree to be bound by them.
- c. “**Tech Provider**” means an entity accessing or using any Extended Platform Products to enable the entity’s customers (or other end users) to access and use Extended Platform Products and/or User Data.
- d. “**User Data**” means any data (including a user’s content or information) (whether personally identifiable or anonymous), that you access(ed) (whether directly or indirectly, e.g., via a Tech Provider) before, on or after the date you accept these Supplemental Terms, in connection with Platform.

- 2. **App Review.** You will submit your “app” (as defined in the Platform Policy) that uses or accesses any Extended Platform Product (each, an “**App**”) to us per our developer processes (including per our [Facebook for Developers](#) website) (e.g., App Review), our Online Terms, and/or these Supplemental Terms for our review and written approval (in our sole discretion). Irrespective of any approval, you are responsible and liable for ensuring that all Apps are at all times in compliance with our Online Terms, these Supplemental Terms, our [Developer Documentation](#), and the information you provided us during our review of your App (e.g., App Review). Upon our request, your authorized officer shall certify such compliance in writing to us. For clarity, we may review your App for such compliance from time to time in our sole discretion. We may (and you agree that we may) also review, verify, or perform background checks on your account information (which you agree to keep complete, accurate, and up to date). If you are acquired by or merge with a third party or if we consent to a transfer of your rights or obligations hereunder, you will promptly submit your App for re-review.

### 3. User Data.

- a. **Online Terms.** Any access to or use of User Data is subject to, and you agree to comply with, our Online Terms and these Supplemental Terms, including the privacy and data obligations (e.g., use and transfer restrictions and deletion obligations) therein and herein. These Supplemental Terms do not limit your obligations or our rights under the Online Terms and include privacy and data obligations on you in addition to those in the Online Terms.
- b. **Your Privacy Policy.** You will make available your user terms and privacy policy as required by our Online Terms. You represent, warrant and covenant that your user terms and privacy policy do not and will not supersede, modify, or be inconsistent with our Online Terms or these Supplemental Terms.
- c. **Data Security.** You will always have in effect and maintain administrative, physical and technical safeguards that: (i) meet or exceed industry standards given the sensitivity of the User Data, (ii) are compliant with applicable law (including data security and privacy laws, rules and regulations), and (iii) are designed to prevent any unauthorized access, use (including any use in violation of our Online Terms or these Supplemental Terms), processing, storage, destruction, loss, alteration or disclosure of User Data (each, an “**Unauthorized Data Use**”). Following the discovery of any suspected or actual Unauthorized Data Use, you will: (1) immediately notify us of such incident, and (2) promptly take appropriate actions in compliance with applicable laws to address and remedy such incident (including notifying the affected users in compliance with applicable laws and taking any other actions reasonably requested by us). Such notice to us shall describe the nature of the Unauthorized Data Use, when the Unauthorized Data Use occurred, the effect on us and/or our users, and your corrective action to respond to the Unauthorized Data Use.

- d. Compliance Review Rights. Upon our written request from time to time, you shall permit us and third-party professionals working at our direction (including auditors, attorneys, consultants, and/or computer forensics analysts) (collectively, “**Auditors**”) to review or audit your books, records, agreements, access logs, third party audit and examination reports, (real and virtual) systems, networks, technologies, facilities (including physical and remote access to data centers and cloud facilities), controls, processes, policies and procedures, which relate to the User Data and/or the Extended Platform Products to ensure compliance with our Online Terms and these Supplemental Terms. You will use commercially reasonable efforts to obtain permission from your Service Providers for us or our Auditors to perform the above review relating to the User Data and/or the Extended Platform Products. You shall provide us and our Auditors such information and assistance (including access to your personnel who are knowledgeable regarding your access to and use of the User Data and/or the Extended Platform Products), at your sole expense, as reasonably requested in order to perform the compliance review. Any such compliance review will be conducted during normal business hours and with at least five (5) business days’ prior written notice, unless exigent circumstances, such as indications of unauthorized access to or use of personal data, require immediate access. If any review reveals any noncompliance: (i) you will reimburse us for all reasonable costs and expenses of such review and all re-reviews (if the noncompliance was material), (ii) you will immediately remedy such noncompliance, (iii) upon completion of such remediation, your authorized officer will certify in writing to us that you have addressed the non-compliance, and that you are now in compliance, and should you become aware of any additional non-compliance following your certification you will let us know immediately but no later than ten (10) days after the discovery of such non-compliance; and (iv) upon our written request, we may re-review you per this section until you are in compliance. This section does not limit any rights or remedies we have by law, in equity or under the Online Terms or Supplemental Terms to ensure compliance, or address any non-compliance, with our Online Terms and these Supplemental Terms.
- e. Records. You will retain written records relating to your obligations hereunder and your access to and use of the User Data and/or Extended Platform Products for as long as required under applicable law, and in all cases for a period of at least one (1) year after any termination or expiration of these Supplemental Terms (except to the extent you were required to delete such records pursuant to our Online Terms).
- f. Your Service Providers. You will ensure that any service providers used directly or indirectly by you in connection with any User Data and/or Extended Platform Products (each a “**Service Provider**”) comply with these Supplemental Terms and the Online Terms (including any data security obligations) as if such Service Providers were in your place, and you are responsible and liable for such Service Providers’ acts and omissions (e.g., each of your Service Provider’s acts and omissions will be deemed your acts or omissions hereunder). You will ensure that such Service Providers are contractually required to only use, and do only use, User Data (on your behalf) for the sole purpose of enabling you to access and use Extended Platform Products and for no other purpose (including for the Service Providers’ own purposes). We may at any time prohibit the use of any Service Provider hereunder, effective upon notice to you, and you shall immediately comply with any such prohibition. You will maintain an up-to-date list of each of your Service Providers and the types of User Data shared with such Service Providers and will provide us such information upon our request.
- g. Tech Providers. If you are a Tech Provider, you will need to agree to additional terms and conditions, as may be made available by us.

#### 4. Term and Termination.

- a. Term. The term of these Supplemental Terms will commence on the date you accept them and will continue until you cease accessing and using all Extended Platform Products, unless earlier terminated as set forth below. These Supplemental Terms will automatically terminate when the Terms or Commercial Terms terminate as an agreement between you and us.
- b. Termination. Without limiting our rights or your obligations in the Online Terms, we may without liability to you, your Service Providers or users: (i) limit, suspend, or terminate use of and/or access to any or all Extended Platform Products and/or User Data (or any portion thereof) (including access via any or all App IDs, Page IDs, and/or other similar IDs associated with you and/or your Tech Provider(s) or Direct User(s) (as applicable) (collectively, “**Associated IDs**”)) and/or terminate these Supplemental Terms (in whole or in part) and/or any amendment thereto immediately upon written notice to you if we determine (in our sole discretion) that you are in breach of the Online Terms or these Supplemental Terms or your App is negatively impacting the Platform and/or (ii) limit or suspend use of and/or access to any or all Extended Platform Products and/or User Data (or any portion thereof) (including access via any or all Associated IDs) immediately if we suspect and/or are investigating the same (each in our sole discretion) (e.g., if we are auditing or reviewing you under Section 3.d.).
- c. Reserved Rights. Notwithstanding anything to the contrary, we also reserve the right to and may without liability to you, your Service Providers or users immediately limit, suspend, or terminate your access to the Platform and/or any or all User Data (or any portion thereof) (including access via any or all Associated IDs), if we believe (in our sole discretion) that it is desirable to: (i) protect the integrity, security, or privacy of any Facebook Company Products, systems, or data and/or any users, (ii) protect any Facebook Companies from regulatory, financial, or legal liability and/or to comply with any law, rule or regulation, or (iii) prevent or limit risk of harm or damage (including reputational harm or damage) to any Facebook Companies and/or any Facebook Company Products, systems, or data.
- d. Effect. Upon expiration or termination of these Supplemental Terms, all rights granted to you in

these Supplemental Terms will immediately cease. You will immediately cease using the Extended Platform Products, comply with any applicable terms in the Online Terms (e.g., any deletion obligations therein), and, if we terminated per Section 4.b. (Termination), then you will immediately cease using and delete all User Data (and for clarity, will cause your Service Providers to do the same). Upon our written request, your authorized officer shall certify in writing to us that you are in compliance with the above obligations. The following sections will survive any expiration or termination of these Supplemental Terms: the definitions in 1 (Scope), your obligations under 3 (User Data), this Section 4.d. (Effect), and 5 (General). Your continued use of any other [Facebook Products](#) after expiration or termination of these Supplemental Terms will continue to be subject to the Online Terms.

5. **General.** You will not, directly or indirectly, disclose the existence or content of these Supplemental Terms without our prior written consent in each instance. These Supplemental Terms are supplemental terms under the Terms and Commercial Terms. Notwithstanding anything to the contrary, to the extent these Supplemental Terms conflict, or are inconsistent, with the Online Terms or any existing agreement you have in place with us, these Supplemental Terms do not limit your obligations or our rights under the Online Terms or such existing agreement, and the terms that are more restrictive on you or more protective of us apply. For clarity, per our Commercial Terms, we may make changes to the Supplemental Terms and by continuing to access or use Platform after notice of any update to the Supplemental Terms, you agree to be bound by them. Except as otherwise stated herein and without limitation, the terms applicable to Commercial Terms in the "Other" section in our Commercial Terms are deemed to apply to these Supplemental Terms. For clarity, the "Limits on liability" and "Indemnification" sections in our Commercial Terms apply to these Supplemental Terms, the Extended Platform Products, and User Data, and the indemnity specifically covers any claim, cause of action, or dispute against us related to use or misuse of the Extended Platform Products and/or User Data. The term "including" means including without limitation. Any written notice, request, or communications from us to you hereunder may be provided via email or mail (e.g., to the email address or mailing address in your account with us) or notifications within the [Facebook Products](#) (e.g., in your account with us). You may be represented in your dealings with us through any of the people you authorize to have access to your account(s) with us (e.g., your Developer account or Business Manager account). We may rely upon the representations of these authorized users and, by granting them authorized access, the you appoint them as your representative, including in connection receipt of notice and/or execution of any supplements, modifications or amendments to these Supplemental Terms.

I accept the Supplement terms	Checked
Date	08/21/2019
Full Corporate Name ("Company")*	Not Applicable
Name	Keshav Singh
Title	Not Applicable

By clicking "I Agree" below, you accept and agree to be bound by the Supplemental Terms above. If you are clicking "I Agree" on behalf of a corporation or other legal entity, you represent and warrant that you are an authorized representative of such corporation or entity with the full right, power, and authority to enter into these Supplemental Terms on behalf of such corporation or entity and to bind such corporation or entity to these Supplemental Terms.