



Llama API Terms of Service

Release Date: April 29, 2025

These Llama API Terms of Service (“**Terms**”) are an agreement between you and Meta Platforms, Inc. (if you are located in the United States or Canada) and Meta Platforms Ireland Limited (if you are located outside the United States or Canada) (“**Meta**”, “**we**” or “**us**”). These Terms apply when you access or use the application programming interface we make available (“**Llama API**”) that allows you to interface with certain artificial intelligence models hosted by or on behalf of Meta, including Llama AI models, and any related software, tools, Llama API keys, services, documentation, and content (“**Meta AI Materials**”). The Llama API and the Meta AI Materials (when accessed via the Llama API) are collectively referred to herein as the ‘**Services**’.

You agree to be bound by these Terms by: (i) clicking to accept these Terms, or (ii) accessing or using any part of the Llama API. For purposes of these Terms, “**you**” and “**your**” means you as a user of the Llama API and any User(s) (as defined in the Supplemental Managed Accounts Terms). If you use the Llama API on behalf of a company or other entity, then “**you**” includes you and that entity, and you represent that you have the authority to bind any employer, entity, or person to the Terms. You represent that you, or your employer, or entity or other person that you represent, are of the age required under applicable laws, rules, or regulations to provide legal consent to accept the Terms.

I. Services.

I.1 Right to Services. Subject to your compliance with the Terms, Meta grants you a non-exclusive right to access and use the Services, including to use the Services to (i) use and fine-tune our artificial intelligence models, including Llama AI models and Fine-Tuned Models (as defined below), and (ii) develop integrations (“**Integrated Products**”) that allow end users of your products or services (“**End Users**”) to interface with the Services. You are responsible for your End Users’ compliance with the Terms and any obligations under the Terms that apply to you shall also apply to your End Users.

I.2 Commercial Terms. If the monthly active users of the products or services made available by or for you, or your affiliates, is greater than 700 million monthly active users in the preceding calendar month, you are not authorized to use or access the Services unless or until Meta expressly grants you such rights.

1.3 Restrictions. If you are an individual domiciled in, or a company with a principal place of business in, the European Union, you are not permitted to use the Services to, and you agree not to use the Services to, access any multimodal AI models that may be made available via the Services. This restriction does not apply to End Users of your Integrated Products that incorporate any such multimodal models.

2. Additional Terms. These Terms incorporate by reference the Supplemental Managed Accounts Terms, the **Meta Global Processor Terms** (the “**MGPT**”), the **Data Security Terms** and any other applicable written terms and policies provided by Meta that apply to your use of the Services, and which, in each case, may be updated by Meta from time to time (collectively, the “**Additional Terms**”). As used herein, “**Terms**” will be deemed to incorporate, where applicable, any relevant Additional Terms. For the avoidance of doubt, your access to or use of Meta AI Materials (or any fine-tuned or distilled versions of the Llama AI models including Fine-Tuned Models) that is not through the Llama API (e.g., on a standalone basis as downloaded on your systems) is subject to the applicable license agreement or terms that we apply to any such Meta AI Materials, and not these Terms. If you receive access to a Llama AI model through the Services which is not associated with a publicly available license, the Services or these Terms (or both) will specify the applicable license. For example, via the Llama API, you may receive access to the Llama 3.3 8b model, which is considered a Llama AI model and part of the Meta AI Materials; when downloaded, and not accessed via the Llama API, the Llama 3.3 8b model is subject to the **Llama 3.3 Community License Agreement** and **Acceptable Use Policy**.

3. Managed Accounts and Llama API Keys. To access the Services, you need to create a new or use an existing managed account(s) with Meta (“**Managed Account(s)**”). Your use of a Managed Account is governed by the **Supplemental Managed Accounts Terms** and associated **Privacy Disclosure**. If Meta terminates your Managed Account or prohibits your Managed Account from accessing the Services, (i) these Terms will automatically terminate; and (ii) you may not create a new Managed Account to bypass the termination or prohibition. To enable you to use the Services, we will provide your Managed Account with one or more confidential Llama API keys - you may not share your Llama API key with any third party without our prior written permission. Upon termination of your Managed Account or right to use the Services, you must immediately delete your Llama API key.

4. Llama AI Models.

4.1 Fine-Tuned Models. We may, but are not obligated to, provide you with functionality via the Services to fine-tune Llama AI models (such fine-tuned models, “Fine-Tuned Models”), and either access the Fine-Tuned Models via the Llama API (in which case the Fine-Tuned Models will be deemed part of the Llama AI models for purposes of Section 1 (Services) and 4.2 (Attribution) of these Terms) or download such Fine-Tuned Models for use on your systems on a standalone basis. Such functionality may also include the ability for you to upload your data, prompts, or other content (“Your Fine-Tuning Data”) to be used for such fine-tuning. Your Fine-Tuning Data is deemed part of your “Content” under these Terms. You are responsible for ensuring that Your Fine-Tuning Data is legally permissible, and appropriate and sufficient for your fine-tuning purposes, and complies with any applicable documentation and specifications provided by Meta to create Fine-Tuned Models. Meta has no responsibility, liability or obligation in connection with your efforts to create Fine-Tuned Models via the Services. Upon your request, Meta may, in its sole discretion, assist you with any efforts to fine-tune, but all such assistance is provided on an “as-is” and “as-available” basis

without any representations or warranties of any kind. Meta may use your Fine-Tuning Data to make the Services available to you. You and your Managed Users (as defined in Supplemental Managed Accounts Terms) may use and access Your Fine-Tuning Data and Fine-Tuned Models through your Managed Accounts.

4.2 Attribution.

- a. If you distribute or make available any Llama AI models (or any derivative works thereof), or a product or service (including another AI model) that contains any of them, you shall (i) provide a copy of the relevant Community License Agreement with any such Llama AI models; and (ii) prominently display “Built with Llama” on a related website, user interface, blogpost, about page or product documentation. If you use the Llama AI models or any Outputs or results of the Llama AI models to create, train, fine tune, or otherwise improve an AI model, which is distributed or made available, you shall also include “Llama” at the beginning of any such AI model name. You must retain in all copies of the Llama AI models that you distribute the following attribution notice with a “Notice” text file distributed as a part of such copies: “Llama [Version #] is licensed under the Llama [Version #] Community License, Copyright © Meta Platforms, Inc. All Rights Reserved” (and you will include the applicable version number for the relevant Llama AI model within the “[Version #]” placeholder in such notice). For clarity, if your End Users use or receive the Llama AI models (or any derivative works thereof) from you as part of use of your Integrated Product, then this Section 4.2 does not apply to any such End Users.
- b. No trademark licenses are granted under these Terms, and in connection with the Services, neither we nor you may use any name or mark owned by or associated with the other or any of its affiliates, except as set forth in this Section 4.2. Meta hereby grants you a license to use “Llama” (the “**Mark**”) solely as required to Section 4.2(a). You will comply with Meta’s brand guidelines (currently accessible at <https://about.meta.com/brand/resources/meta/company-brand/>). All goodwill arising out of your use of the Mark will inure to the benefit of Meta.

5. Rights.

5.1 Content Rights. Between you and Meta, to the extent permitted by applicable law, you own all rights, title, and interests in and to your Inputs and Outputs, each as defined below (collectively, “**Content**”), and Meta does not claim any ownership of your Content. You are responsible for the accuracy and validity of your information, data (including training data) or other content, such as your text, documents, images, videos, or recordings that you provide to the Services, including any of Your Fine-Tuning Data (“**Inputs**”). For clarity, Inputs are not considered Customer Data (as defined in the Supplemental Managed Accounts Terms). You are responsible for your use of any responses generated from the Services (“**Outputs**”). You acknowledge that Outputs may be inaccurate or inappropriate for your intended use cases, are not unique, and the Services may generate identical or similar Outputs for different users. Meta will retain your Content for 30 calendar days as needed to provide the Services under the Terms. Meta may also retain your Content: (i) to the extent necessary for compliance with applicable laws; and (ii) in connection with the exercise of Meta’s rights to use your Content under this Section 5.

5.2 Aggregate Data. Meta may aggregate and anonymize data and information relating to (i) how you interact with the Services, such as page views, errors in functionalities, latency, and inference processing time; and (ii) the types of Content processed by the Services, such as the average number of Outputs

related to specific categories of Content like travel or software coding (“**Aggregate Data**

5.3 Rights in the Services. Meta or its licensors own and retain all right, title and interest in and to the Services. Other than the rights of access and use expressly granted in these Terms, nothing in these Terms will grant you any right, title, or interest in or to the Services. Meta retains ownership of all rights, title and interest in and to the base Llama AI models that you use to create Fine-Tuned Models, but Meta does not claim ownership in any incremental changes you create to the base Llama AI models to create Fine-Tuned Models.

5.4 Feedback. If you provide any feedback, comments, or suggestions (“**Feedback**

5. Restrictions.

5.1 Compliance with restrictions. Your use of the Services, including any Content, must comply with the (i) Terms, (ii) our **Acceptable Use Policy**, which is incorporated by reference herein, and (iii) all applicable laws and regulations. You acknowledge and agree that you must be the age of majority in your jurisdiction in order to use the Services. You agree that you will not do any of the following in connection with use of the Services, unless applicable laws or regulations prohibit these restrictions (and then only after advance notice to Meta) or unless expressly permitted by Meta:

- (i) access or use the Services on behalf of any third party, or grant access to the Services (including any related Llama API key) to any third party other than allowing End Users to interface with the Meta AI Materials through use of your Integrated Products;
- (ii) hide your identity, impersonate anyone else or misrepresent your affiliation with any person or organization;
- (iii) submit or upload to the Services any information or data that is subject to safeguarding and/or limitations on distribution pursuant to applicable laws and/or regulations, including information that you know or reasonably should know is from or about children under the age of 13 or other age of online minority in the applicable jurisdiction or that includes health information, financial information, or other categories of sensitive information (including any information defined as sensitive, special category, or similar terms under applicable laws and/or regulations);
- (iv) exceed or bypass any rate limits (including any limitations on access, calls and use of the Services), restrictions, or safety measures on the Services or use the Services in a manner that exceeds reasonable request volume or constitutes excessive or abusive usage;

- \v) copy, modify, create derivative works of, reverse engineer, decompile, disassemble or otherwise seek to obtain the source code to the Services (but note this does not prevent you from fine-tuning or distilling any of our AI models via the permitted functionality of the Services);
- \vi) extract any data from the Services except to the extent expressly permitted by the Terms;
- \vii) remove, modify, or obscure any proprietary or other notices contained in the Services;
- \viii) publicly disseminate confidential technical information regarding the performance of the Services;
- \ix) circumvent or attempt to avoid any filtering, safety and security measures, or other features designed to protect the Services, including any guardrails and content restrictions;
- \x) attempt to gain unauthorized access to the Services or its related systems or networks; and
- \xi) upload any virus, malware or other malicious code to the Services or do anything else that could disable, overburden, interfere with or impair the proper safety, security, integrity, operation or appearance of the Services.

5.2 Notification of breach. You will promptly notify Meta if you know or suspect that you or any third party has breached Section 6.1.

5.3 Right to monitor. Meta may (i) monitor, including through automated or manual (human) review, your use of the Services to assess compliance with the Terms and applicable laws; and (ii) remove, without notice to you, any Content that Meta determines to be in violation of these Terms.

7. Changes to the Services. Meta may, at its sole discretion, add, change, or remove the functionality, features, or other aspects of the Services, and throttle, limit, suspend or terminate your access to the Services at any time without notice to you, including as Meta may deem necessary to promote the security, stability, availability, or integrity of the Services. Meta may also disable or change some features, functionality, or other aspects of the Services based on your location or other factors.

3. Confidentiality. “**Confidential Information**” means any non-public information, materials, or other subject matter disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) that is identified as confidential when disclosed or should be reasonably understood by the Recipient to be confidential (including information related to Managed Accounts). Subject to Meta’s rights under Section 5, Confidential Information includes your Content. Except as expressly permitted in these Terms, during and after the Term, each Recipient (i) will use reasonable standards to protect Confidential Information, and (ii) will not disclose the Confidential Information of the other party to any person or entity other than its officers, employees, and consultants who need access to such Confidential Information and who are bound by written confidentiality obligations consistent with these Terms. These confidentiality obligations do not apply to information which: (w) was in a Recipient’s possession before receipt from the Discloser; (x) is public knowledge through no fault of the Recipient; (y) was rightfully disclosed to Recipient by a third party without restriction on disclosure; or (z) is independently developed without use of Discloser’s Confidential

Information. Recipient may disclose Confidential Information to the extent it is required to do so by law, or court or administrative order.

9. Payments. The Services are currently being made available to you free of charge. Meta reserves the right to change this policy at any time to require payment for continued access to the Services. Meta will provide you with advance notice before any such payment is required.

10. Security. Meta shall treat your Content and Customer Data in accordance with the [Data Security Terms](#).

11. Privacy.

11.1 Processor Terms. To the extent that Content contains Applicable Personal Data (as defined in the MGPT), Meta shall collect, use, process, and share such data as a “Service Provider” or “Processor” (each as defined in the MGPT) to you in relation to your use of the Services. You agree to comply with the MGPT when Meta acts as your Service Provider or Processor. In the event of international data transfers of Applicable Personal Data that are subject to the MGPT’s European Data Protection Requirements, Section 4 of the European Region Terms of the MGPT shall apply. You authorize Meta to engage subprocessors included in the list located [here](#), as may be updated by Meta from time to time in accordance with the MGPT. You and Meta acknowledge that: (i) the duration, subject matter, nature, and purpose of the processing shall be as specified in these Terms; (ii) the types of Applicable Personal Data processed shall include those specified in the definition of Inputs and Outputs, as described in Section 4; (iii) the categories of data subjects include your representatives; and (iv) the frequency of the data transfers are on a continuous basis for the duration of these Terms, unless otherwise expressly provided in these Terms.

11.2 Privacy Rights. To the extent that you wish to inform Meta of any Privacy Rights (as defined in the MGPT) requests individuals make to you pursuant to Applicable Law (as defined in the MGPT) that you require Meta’s assistance to comply with, you will provide the information necessary for Meta to assist with such compliance and contact Meta through your Managed Account.

11.3 Your Responsibilities. Notwithstanding anything contained in these Terms, you will provide adequate privacy notices and disclosures to, and obtain all consents, rights, and authorizations necessary from your End Users, and any third parties (including employees, contractors, affiliates, or others acting in the employment context) where use of the Services is made, in each case with respect to the collection, disclosure, and processing of any personal information by Meta (*including* Section 5 of these Terms), you, or third parties on your behalf while using the Services.

11.4 Website Interaction Data. Our practices with respect to the collection and use of your information and data when you use the Llama website (<https://llama.developer.meta.com/>) are governed by the [Privacy Policy](#). However, any Content sent or generated through the Llama API via the Llama website will be governed by these Terms.

12. Term; Termination; and Modification.

12.1 Term. As used herein, “Term” means the period of time that starts when you accept the Terms or the first day that you access or use the Services, whichever is earlier, and continues until your Managed Account

s deleted or the Terms are terminated. The Services are made available to you for a limited period of time. Meta may provide you with an opportunity to extend your access to the Services by accepting new terms.

12.2 Termination by you. You may terminate the Terms at any time, for any reason, by deleting your Managed Account in accordance with the Supplemental Managed Accounts Terms. You will be responsible for paying all fees accrued by you (if any) prior to your termination of these Terms.

12.3 Termination by Meta. Meta may immediately terminate these Terms at any time, for any reason, by: (i) deleting or removing access to your Managed Account; (ii) removing your access to the Services; or (iii) giving notice to you, such as by email and/or placing a notice in your Managed Account. Meta may suspend your access to the Services: (a) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party; (b) if required by law; or (c) for repeated violations or a material violation of these Terms.

12.4 Effect of Termination. Upon termination of these Terms for any reason: (i) you must immediately cease using the Services; and (ii) the following Sections will survive: 5.2, 5.3, 5.4, 6, 10, 11, 12.4, 12.5, 13, 14, 15, 16, 17 and Exhibit A.

12.5 Modification. We may modify these Terms from time to time in which case we will update the “Release Date” at the top of these Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by email and/or placing a prominent notice in your Managed Account. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms.

13. Warranties.

13.1 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICES, INCLUDING ANY OUTPUTS, ARE PROVIDED UNDER THESE TERMS ON AN “AS IS” BASIS, AND META DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE SERVICES AND ANY OUTPUTS AND, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE SERVICES AND ANY OUTPUTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, META MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES, INCLUDING ANY OUTPUTS, SHALL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED.

13.2 Your Warranties. You represent, warrant, and agree that (i) your use of the Services will comply with all applicable laws, including any applicable laws relating to privacy or data protection (including, without limitation, the Illinois Biometric Information Privacy Act, 740 ILCS 14 and the Texas Capture or Use of Biometric Identifier Act, Tex. Bus. & Com. Code § 503); and (ii) you have all necessary rights, licenses and permissions for you to use Inputs with the Services.

14. Indemnification.

14.1 Your indemnity to Meta. You will defend, indemnify, and hold harmless Meta (and its affiliates and each of their respective directors, officers, employees, agents, and representatives) from and against all third-party claims, costs, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with your (i) Integrated Products (except to the extent such claim arises solely from the Services); (ii) your Inputs; and (iii) your use of the Services in violation of the Terms. Meta may participate in the defense and settlement of any such claim with its own counsel and at its own expense. You shall not settle any claim without Meta's prior written consent if the settlement requires Meta to take any action, refrain from taking any action, or admit any wrongdoing or liability with respect to such claim.

14.2 Meta's indemnity to you. If you are using the Services under a paid arrangement, Meta will indemnify you against all damages that are finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party under a final, Meta-approved settlement, in each case arising out of any claim by a third party (excluding any of your End Users) that your paid use of the Services (including any Outputs and training data that Meta uses to train the relevant Meta AI Materials) infringes any intellectual property rights owned by that third party; provided that, you (i) give Meta prompt written notice when you become aware of the claim, including the nature of the claim, the relief sought and the amount of damages sought; (ii) allow Meta exclusive control of the disposition of the claim; (iii) provide, at Meta's expense, all reasonable assistance in relation to the claim; and (iv) make no prejudicial admission about the claim. Meta will not settle any claim without your written consent (not to be unreasonably withheld, conditioned or delayed) if the settlement requires you to take any action, refrain from taking any action or makes an admission of any wrongdoing or liability with respect to such claim. Meta's indemnification obligation under this Section 14.2 excludes any claims arising from: (a) fine-tuning, customization, or other modification of any of the Services, other than by Meta (including from any Fine-Tuned Models that were fine-tuned by you or by Meta pursuant to your instructions); (b) combination of the Services with other products, services, or software not provided by Meta, including any Integrated Products; (c) Inputs or modified or altered Outputs, other than by Meta; (d) your failure to comply with the Terms or any applicable laws; (e) use of the Services or any Outputs in a manner that you should have known was infringing or likely to infringe; (f) allegations of trademark infringement based on your use of Outputs in trade or commerce; and (g) your failure to use any filtering, security, or safety features or restrictions provided by Meta.

14.3 Meta's rights to license, modify, or terminate. If Meta believes that any part of the Services may become the subject of any claim from a third party then Meta may, at its discretion: (i) procure, at Meta's expense, the necessary consents and licenses for you to continue using the relevant part(s) of the Services in accordance with the Terms; (ii) replace or modify the relevant part(s) of the Services that are allegedly infringing; or (iii) terminate the Terms. You will comply with any instructions from Meta regarding the replacement, modification, or licensing of the relevant part(s) of the Services.

15. Limitation of Liability.

15.1 Except for either party's indemnification obligations under Section 14 and liability from either party's breaches of its confidentiality obligations under Section 8, to the fullest extent permitted by applicable law, you agree that NEITHER PARTY NOR ITS AFFILIATES, LICENSORS, OFFICERS AND EMPLOYEES WILL

BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, LOST OR INACCURATE DATA OR CONTENT, INTERRUPTION OR LOSS OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

15.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT META AND ITS AFFILIATES, LICENSORS, OFFICERS AND EMPLOYEES' TOTAL AGGREGATE LIABILITY TO YOU AND YOUR AFFILIATES FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF EITHER THE AMOUNTS PAID BY YOU TO META FOR USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM THAT GIVE RISE TO SUCH LIABILITY OR ONE THOUSAND DOLLARS (\$1000).

16. Disputes. Any claims, causes of action or disputes that arise out of or relate to these Terms or the Services between you and Meta ("Claims") will be governed by the terms set forth on **Exhibit A**.

17. General. You may not assign your rights or delegate your obligations without Meta's prior written consent. Meta may assign its rights or delegate its obligations freely. Meta's choice not to enforce rights does not waive them. Invalid or unenforceable terms are severable and do not affect other terms' validity or enforceability. These Terms (and any Additional Terms and other terms incorporated by reference into them) are the entire agreement between the parties and supersede all prior agreements. If there is a conflict between these Terms and any other terms, these Terms will supersede and control with respect to your access and use of the Services to the extent of the conflict. Neither party is liable for delays or failures due to unforeseen events that arise after the effective date of these Terms and are beyond that party's reasonable control. The Terms do not benefit and cannot be enforced by third parties. If you are located in a country that is subject to embargo under the laws of the United States (or under similar laws applicable to you) or if you are on the U.S. Treasury Department's list of Specially Designated Nationals (or equivalent list), you may not engage in commercial activities using the Services unless authorized by applicable laws. You also may not access or use the Services if you are prohibited from receiving products, services, or software under applicable law. Notices to Meta must be sent in writing to the following addresses for Meta Platforms Inc, to 1 Meta Way, Menlo Park, CA 94025, US, FAO: Legal; for Meta Platforms Ireland Limited, to Merrion Road, Dublin 4, D04 X2K5, Ireland, FAO: Legal. Meta may send notices to the email address on your account. Meta may also provide operational notices regarding the Services or other business-related notices through messages to you via the Services or conspicuous posting within the Services.

Exhibit A

Disputes

I. **U.S. Claims:** If you reside in the United States or your business is located in the United States:

a. You agree to arbitrate Claims between you and Meta Platforms, Inc. This provision does not cover any claims relating to violations of your or our intellectual property rights, including, but not limited to, copyright infringement, patent infringement, trademark infringement, violations of your or our confidential information or trade secrets, or efforts to interfere with our Services or engage with our Services in

inauthorized ways (for example, automated ways). If a Claim between you and Meta Platforms, Inc. is not subject to arbitration, you agree that the Claim must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such Claim.

b. We and you agree that, by entering into this arbitration provision, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a Claim only on your own behalf and cannot seek relief that would affect other parties. If there is a final judicial determination that any particular Claim (or a request for particular relief) cannot be arbitrated according to the limitations of this Section 1(b), then only that Claim (or only that request for relief) may be brought in court. All other Claims (or requests for relief) will remain subject to this Section 1(b). The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. All issues are for an arbitrator to decide, except that only a court may decide issues relating to the scope or enforceability of this arbitration provision or the interpretation of the prohibition of class and representative actions. If any party intends to seek arbitration of a dispute, that party must provide the other party with notice in writing. This notice of dispute to us must be sent to the following address: Meta Platforms, Inc. 1601 Willow Rd. Menlo Park, CA 94025. The arbitration will be governed by the AAA's Commercial Arbitration Rules ("AAA Rules"), as modified by these Terms, and will be administered by the AAA. If the AAA is unavailable, the parties will agree to another arbitration provider or the court will appoint a substitute. The arbitrator will not be bound by rulings in other arbitrations in which you are not a party. To the fullest extent permitted by applicable law, any evidentiary submissions made in arbitration will be maintained as confidential in the absence of good cause for its disclosure. The arbitrator's award will be maintained as confidential only to the extent necessary to protect either party's trade secrets or proprietary business information or to comply with a legal requirement mandating confidentiality. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA Rules, except that we will pay for your filing, administrative, and arbitrator fees if your Claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you do not wish to be bound by this provision (including its waiver of class and representative claims), you must notify us as set forth below within 30 days of the first acceptance date of any version of these Terms containing an arbitration provision. Your notice to us under this Section 1(b) must be submitted to the address here: Meta Platforms, Inc. 1601 Willow Rd. Menlo Park, CA 94025. All Claims between us, whether subject to arbitration or not, will be governed by California law, excluding California's conflict of laws rules, except to the extent that California law is contrary to or preempted by federal law. If a Claim between you and us is not subject to arbitration, you agree that the Claim must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such Claim.

2. Claims Outside the United States. If you reside outside the United States or your business is located outside the United States, you agree that:

- a. Any Claim between you and Meta Platforms, Inc. must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such Claim, and that the laws of the State of California will govern these Terms and any such Claim, without regard to conflict of law provisions.
 - b. If Meta means Meta Platforms Ireland Limited, then any Claim between you and Meta Platforms Ireland Limited must be resolved exclusively in the courts of the Republic of Ireland, that you submit to the personal jurisdiction of the Republic of Ireland for the purpose of litigating any such Claim, and the laws of the Republic of Ireland will govern these Terms and any such Claim, without regard to conflict of law provisions.
 - c. Notwithstanding (a) and (b) above, any Claim between you and both Meta Platforms, Inc. and Meta Platforms Ireland Limited must be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such Claim, and that the laws of the State of California will govern these Terms and any such Claim, without regard to conflict of law provisions.
 - d. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any Claim we have against you related to efforts to abuse, interfere, or engage with our Services in unauthorized ways in the country in which you reside that has jurisdiction over the Claim.
3. European Disputes. Nothing in this Exhibit A shall limit or restrict any rights and remedies you have under the DMA. Without prejudice to any other rights and remedies you may have under these Terms and applicable laws, if you are a “business user” of our online social networking core platform service(s), please see the alternative dispute settlement mechanism offered subject to Article 6(12) of the DMA. “Business user” is defined under Article 2 paragraph (21) of the Regulation (EU) 2022/1925 (the “**Digital Markets Act**” or “**DMA**”).

Meta © 2025 Terms of Service Acceptable Use Policy