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Rights, Principles, and Data Use: An Investigation of User Knowledge and Opinion of Facebook's Legal Contract

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**RIGHTS, PRINCIPLES, AND DATA USE:
AN INVESTIGATION OF USER KNOWLEDGE AND OPINION OF
FACEBOOK'S LEGAL CONTRACT**

A Thesis submitted to
the Graduate College of
Marshall University

In partial fulfillment of
the requirements for the degree of
Master of Arts in Communication Studies

By

Nikolas D. Payne

Approved by
Dr. Stephen Cooper, Committee Chairperson
Dr. Cynthia Torppa
Dr. Barbara Tarter.

Marshall University
May 2012

DEDICATION

For my parents,

Daniel and Leslie Payne

Who instilled me with a critical mind

And

Miranda Morgan

The lady who reminds me that despairing criticism

withers when placed aside empathetic action

ACKNOWLEDGMENTS

I would like to thank a number of people without whom this project would not have been possible.

First, immense thanks must be given to Dr. Stephen Cooper, without whose encouragement this project would have never gotten past the (lack of a) lit review. Thank you for keeping my head on straight and making me believe that it's okay to break the Ivory Tower rules when you've got a good reason.

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ABSTRACT

This project investigated the legal contract to which users must agree before creating a Facebook account. Multi-methodological in nature, this research explored user knowledge and perception of the contract as well as how the contract measures up to the principles which Facebook claims serve as its foundation. For the quantitative portion of this analysis, a survey including measures of knowledge and perception was administered to respondents. The qualitative portion critically compared Facebook's legal contract to the list of principles espoused by the company on their website. These analyses reveal that users rarely read this contract before agreeing to it, tend to not understand its terms, and find many of Facebook's business practices to be of questionable virtue. Further, a number of disparities between the principles and the legal contract were discovered. Results indicate that individuals tend to read contracts concerned with the digital world with far less frequency than their real-world counterparts. Findings suggest that future research could investigate the reason for this difference in approach. Additionally, the qualitative method developed for this study – although simple – could be fruitfully applied to any organization that espouses an ethical or ideological stance in its mission statement, purpose, or goals.

CHAPTER 1: INTRODUCTION AND JUSTIFICATION

Facebook reported 845 million active monthly users in December of 2011 (Facebook, 2012). If this number represented the population of a country, it would be the third largest in the world – nearly three times that of the United States. Fully one-eighth of the world’s population logs into Facebook at least once a month. This user base represents the first time a business has ever had both access to and extremely detailed information about such an immense clientele. The massive sea of data available on Facebook’s servers presents incredible opportunities for Facebook as a business, any company looking to better understand its patrons, and researchers who rely on human data and self reports (Smith, 2009). Academia has begun to address the dearth of research into social media, its use, and effects; however, no study specifically focused on the legal contract between Facebook and its users has emerged. Given that this contract governs how a company can employ the personal information of millions of users, analysis of this contract’s terms and the extent to which users understand and agree to those terms is warranted.

Before a user is permitted to access the site, they must indicate that they have read and understand Facebook’s Statement of Rights and Responsibilities. Despite this assumed level of understanding, legal disputes have arisen. Facebook’s use of individuals’ personal information has inspired a bevy of lawsuits and protests: ranging from suits brought by individual users in the United States (Potter, 2011) and Canada (CBC News, 2012), to Germany’s pending case concerning facial recognition technology (Rappaport, 2011), to the Electronic Privacy Information Center lobbying the Federal Trade Commission for increased scrutiny of Facebook’s policies (Mitchell, 2011). Clearly, some disparity exists between the legal framework established by Facebook’s contract and what users and organizations believe their rights are or ought to be.

This project seeks to investigate that disparity at multiple levels. Three texts – and the way they are perceived by users – will be placed under scrutiny: Facebook’s Principles (Appendix II), Statement

of Rights and Responsibilities (Appendix III), and Data Use Policy (Appendix IV). The Principles are a sort of set of philosophical tenants that Facebook claims serves as the foundation for all of their business practices and policies. They are in no way legally binding. However, the Statement of Rights and Responsibilities is a detailed legal contract. The Data Use Policy (previously known as the Privacy Policy) is reached through a link within the Statement of Rights and Responsibilities; thus through the “four corners rule” of contract law (Posner, 2005) we can understand the Data Use Policy as an extension of the Statement, designed to clarify the meaning of the agreement. The Data Use Policy explains what information Facebook gathers about users and how it will be used – outlining exactly what users, Facebook, and organizations can and can’t do with the information posted to the website. Spending the hours required to fully read these documents reveals some confusing language. For instance, “we don’t share information about you with others unless we have . . . given you notice, such as by telling you about it in this policy.” Further, no small divergence between the Principles and the legal agreement is evidenced by critically examining these documents. For example, the Principles assure users that they retain full ownership of all their information, but the Statement indicates that the Facebook corporation can employ users’ intellectual property in profitable ways without financially compensating the creator. Pursuing these documents is a fairly tedious affair, which can easily leave one more muddled than enlightened. Given that this contract has real-world implications for approximately thirteen percent of the world’s population, analysis of this issue is warranted. This project will seek to answer the following research questions:

RQ1: Do Facebook users read the contract to which they had to agree before joining the website?

RQ2: Are Facebook users satisfied with the website’s legal agreement?

RQ3: To what extent do Facebook users understand the website’s legal agreement?

RQ4: Does Facebook’s legal agreement live up to the website’s Principles?

RQ5: Do Facebook’s business practices live up to the website’s Principles?

CHAPTER 2: METHODS

This project is multi-methodological in nature: employing both quantitative and qualitative measures in analyzing Facebook's principles and legal agreement. Quantitative analysis of user responses to a survey will provide data to answer the first three research questions, and justification for a deeper analysis of the content of Facebook's legal contract. Qualitative comparison of the Principles to the Statement and Data Use Policy will allow the final two research questions to be answered. Discussion of the results of these two methodologies will be held until the end of the project, enabling a more informed discussion that draws upon both aspects of the research.

Quantitative

The quantitative methods employed will rely upon statistical analysis of data gathered in a survey designed by the author with the assistance of his thesis committee. The data gathered from this survey will provide a glimpse into where – if anywhere – users are consistently mistaken as to the content and implications of Facebook's legal agreement. It should also provide insights about the degree of legal protection to which users believe they are entitled and what legal ramifications they believe they face by using the website.

Qualitative

The qualitative side of this project will emerge in the form of a comparative analysis of Facebook's statement of principles and their two legal documents: the Data Use Policy and the Statement of Rights and Responsibilities. No particular theoretical basis or qualitative method will be employed in this analysis. Instead, the author will carefully examine the Facebook Principles and the ethical statements contained therein. Some of this analysis will be fairly intuitive; some will require digging deeper into the ontological and axiological assumptions present in the text. The ethical framework presented by the Principles will be compared to the real-world contract and practices laid out in the other texts, revealing any disparities that exist. Although fairly simplistic in its construction,

this methodology will hold Facebook to their word and could be meaningfully applied to any organization that advances an ethically driven mission statement or ideology.

Population

As any Facebook user could meaningfully answer this survey, the potential sample was very large. To capitalize on this potential the survey was hosted online at www.SurveyMonkey.com. This provided a single URL from which a diverse array of respondents could participate in the study. Advertising fliers containing information about the survey were posted around campus at Marshall University to provide a base of respondents; however, some respondents chose to share the link to the survey on their Facebook pages, providing non-students with the access to and information about the study. During the one month that the survey was open to respondents, 121 Facebook users completed the survey (an additional 34 surveys were submitted incomplete, and had to be discarded). As the demographic questions will later reveal, online sharing of the link resulted in a broader pool of respondents than Marshall students alone.

Data Collection

This study aims at measuring both knowledge and opinion of Facebook's texts. To that end, the survey employed a number of different question types. 1) Behavioral reports: asked if users read a document or participated in/used a site feature. 2) Knowledge questions: True/False, and open questions about the documents measured if and how accurately users comprehended the agreement. 3) Perceptual questions: presented a statement or situation and asked the respondents to rate their opinion on a Likert-type or Semantic Differential scale. The survey consisted of forty-five questions grouped into relevant topic areas and took approximately fifteen to twenty minutes to complete. The content of these questions was generated through several careful readings of the three Facebook texts.

CHAPTER 3: QUANTITATIVE RESULTS

Statistical tests were utilized to determine the frequencies with which answers were selected by respondents. Three demographic questions were employed to describe survey respondents: age, level of education, and level of Facebook usage. Respondent demographics are reported in Tables 1.1, 1.2, and 1.3 below.

Table 1.1 - Age		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	18-21 yrs	50	41.3	41.7	41.7
	22-25 yrs	42	34.7	35.0	76.7
	26-30 yrs	10	8.3	8.3	85.0
	31-40 yrs	6	5.0	5.0	90.0
	41-50 yrs	9	7.4	7.5	97.5
	51-60 years	2	1.7	1.7	99.2
	61+ yrs	1	.8	.8	100.0
	Total	120	99.2	100.0	
Missing	System	1	.8		
	Total	121	100.0		

Table 1.2 - Education		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	High School/GED	10	8.3	8.3	8.3
	Some College	46	38.0	38.0	46.3
	2-Year Degree	5	4.1	4.1	50.4
	4-year degree	26	21.5	21.5	71.9
	Master's Degree	29	24.0	24.0	95.9
	Doctoral Degree	2	1.7	1.7	97.5
	Professional Degree	3	2.5	2.5	100.0
		Total	121	100.0	100.0

Table 1.3 – Level of Facebook Use (hours per week)		Frequency	Percent	Valid Percent	Cumulative Percent
	Less than 2 Hours	20	16.5	16.5	16.5
	2-5 Hours	37	30.7	30.7	47.2
	5-8 Hours	23	19	19	66.2
Valid	8-11 Hours	13	10.7	10.7	76.9
	11-14 Hours	8	6.6	6.6	83.5
	More than 14 Hours	20	16.5	16.5	100
	Total	121	100.0	100.0	

RQ1: Do Facebook users read the contract to which they had to agree before joining the website?

Respondents were asked to report whether or not they had read the Facebook Principles, Facebook’s Statement of Rights and Responsibilities, and Facebook’s Data Use Policy. Frequencies with which respondents read these documents are reported in Tables 2.1, 2.2, and 2.3 below. We can answer our first research question with a resounding “No,” as the vast majority of users (~85%) reported that they had not read any of these texts. However, it is worth noting that three times as many users reported reading the legally binding documents (n=18) as did the Principles (n=6).

Table 2.1 - Have you read the Facebook Principles?		Frequency	Percent	Valid Percent	Cumulative Percent
	No	115	95.0	95.0	95.0
Valid	Yes	6	5.0	5.0	100.0
	Total	121	100.0	100.0	

Table 2.2 - Have you read Facebook’s Statement of Rights and Responsibilities?		Frequency	Percent	Valid Percent	Cumulative Percent
	No	102	84.3	84.3	84.3
Valid	Yes	19	15.7	15.7	100.0
	Total	121	100.0	100.0	

Table 2.3 - Have you read the Facebook Data Use Policy?		Frequency	Percent	Valid Percent	Cumulative Percent
	No	103	85.1	85.1	85.1
Valid	Yes	18	14.9	15.0	100.0
	Total	120	99.2	100.0	
Total		121	100.0		

RQ2: Are Facebook users satisfied with the website’s legal agreement?

To determine user perception of the texts, ten Likert-type questions were included in the survey, whereby individuals rated their agreement with a statement about Facebook’s contract, functions, and/or business practices. Most of these survey items were written as “should” statements. Some reflected Facebook’s official standpoint, others expressed the opposite of what is laid out in Facebook’s policies. Two questions (the first two reported below) were phrased factually to measure how the audience perceived the claims, due to the debatable nature of their content (the legal contract seems to both agree and disagree with the statements). Frequencies of responses are reported in Table 3 below.

Table 3 – Frequency of Responses to Likert-Type Questions	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
1) Facebook ascribes the same rights to organizations and individuals.	5.8	27.3	38.8	23.1	5
2) Users have the right to publicize information given to them by other users	22.5	27.5	20.8	25	4.2
3) Associating content with a user (Tagging) should require that user’s consent	1.6	5.7	11.5	41.8	39.3
4) Facebook should be allowed to share information about users for business reasons if identifiers have been removed	19.8	38	20.7	21.5	0
5) A user should have to authorize access of their information by third-party software	2.5	5	8.3	37.5	46.7
6) Facebook should be allowed to gather data about what web sites users visit while they are logged in to the site	56.7	29.2	10.8	3.3	0
7) Users’ Facebook pages should be accessible via search engines	37.2	35.5	19	7.4	0.8
8) Facebook should be able to employ users’ intellectual property for business reasons	45.5	36.4	14.9	3	0
9) Facebook should consider user recommendations about site functionality	1.7	0.8	13.3	34.2	50
10) Facebook should publicly inform users of changes to site policies/functions	0.8	0.8	5.8	29.8	62.8

These data reveal that – in many instances – respondents tended to disagree with Facebook practices and agree with statements that do not reflect how Facebook operates. We see a tendency towards disagreement concerning items 2, 4, 6, 7, and 8: the right of a user to publicize information they receive from another user; Facebook’s right to share user information for business purposes; Facebook’s right to gather data about users’ web-browsing habits; the ability to locate Facebook accounts via search engines; and Facebook’s use of user-generated IP for business. All of these

practices are indicated as part of Facebook’s business model within the Statement of Rights and Responsibilities and the Data Use Policy. Statements with which respondents tended to agree included items 3, 5, 9, and 10: tagging a user should require that user’s consent; users should have to authorize third-party access of their information; Facebook should consider user recommendations about the site; and Facebook should publicly inform all users of site changes. As things currently stand, the majority of these statements are not enacted by Facebook (a fact which will be discussed in-depth in the qualitative portion of this project). Overall, these results reveal that users are opposed to many of the practices which Facebook employs, and desire greater ability to control who accesses their information and how that information is utilized.

To further assess how the population feels about Facebook, six semantic differential questions were employed. These questions asked users to rate a number of Facebook policies, practices, and procedures on a scale with anchored endpoints. Many of these questions presented respondents with a hypothetical situation. Frequencies of respondent answers to these questions are reported in tables 4.1, 4.2, and 4.3 below.

Table 4.1 – Privacy and Transparency	Completely Ineffective	2	3	4	5	6	Completely Effective
How effective are Facebook’s privacy controls in keeping information secure?	3.4	11.9	18.6	25.4	30.5	9.3	0.8
How effective are Facebook’s efforts to keep users aware of changes to site policies?	17.4	25.6	25.6	20.7	7.4	1.7	1.7

These results reveal that respondents were fairly well distributed and tended towards neutrality concerning the effectiveness of privacy controls (response mean 3.99). On the other hand, respondents strongly tended towards perceiving Facebook’s efforts to keep users up to date as ineffective (response

mean 2.87).

Table 4.2 – Business Ethics	Completely Unethical	2	3	4	5	6	Completely Ethical
Advertisers can pay Facebook to send their ads to people likely to buy their products	14.9	14	25.6	24	12.4	5.8	3.3
If a user likes a business-related Facebook page the owner of the page can pay Facebook to send ads to that users' friends	5.8	7.4	17.4	20.7	28.1	10.7	9.9
If a user posts a positive comment on a business-related Facebook page the owner of that page can pay Facebook to place that comment in the highly-visible Sponsored Stories section of users' profiles	7.4	8.3	12.4	28.1	25.6	11.6	6.6
Owners of third-party pages can gather data about users who view their pages	22.3	27.3	24	14.9	6.6	3.3	1.7

These responses reveal much about how users view Facebook’s business practices. Respondents tended towards viewing pure targeted advertising as unethical (response mean 2.77). However, respondents tended towards a more neutral perception (response means 4.30 and 4.17 respectively) of the two practices whereby Facebook turns actions users take on the website into advertising (referred to by the company as “Ads+Social Context”). The ability of third-parties to gather data about users who view their pages was considered more unethical than the other practices (response mean 2.73).

Considering the results of the survey’s Likert-type and semantic differential questions the second research question can be answered: users tend towards dissatisfaction with what they agree to when they create a Facebook account, and perceive many of Facebook’s business practices as problematic.

RQ3: To what extent do Facebook users understand the website’s legal agreement?

To answer this question the survey included a knowledge test, which consisted of six True/False questions with answers definitively linked to the content of the legal agreement. The frequencies with which respondents answered these questions correctly are reported in Table 5.1 below.

Table 5.1 – Knowledge Test Results by Population	Correct Answer	Percent Correct	Percent Incorrect
Disputes with Facebook must be resolved in a specific legal district	TRUE	53.3	46.7
Facebook users may waive some of their area’s legal rights when they sign Facebook’s contract	TRUE	84.3	15.7
Third-party software providers can access user information	TRUE	90.8	9.2
Deleting an account immediately removes all information from Facebook servers	FALSE	84	16
Facebook users retain full ownership of the content they post to Facebook	TRUE	28.3	71.7
Facebook can authorize third-party use of users’ intellectual property	TRUE	58.1	41.9

Additionally, one question asked users to report whether or not they were aware of their ability to influence Facebook by participating in Site Governance (a place on Facebook where users can discuss and vote on changes to site policies, the Facebook Principles, or the legal contract). As this is a self-report rather than a knowledge test, it was not included in the previous table. However, as the

Statement of Rights and Responsibilities clearly indicates the existence of Site Governance, awareness of Site Governance should provide some insight into what users do and do not know about their agreement with Facebook. Frequencies for this question are reported in table 5.2 below.

Table 5.2 – Are you Aware of Site Governance?		Frequency	Percent	Valid Percent	Cumulative Percent
	No	102	84.3	85.0	85.0
Valid	Yes	18	14.9	15.0	100.0
	Total	120	99.2	100.0	
Missing	System	1	.8		
	Total	121	100.0		

Awareness of site governance and user ownership of intellectual property emerged as the most frequently misunderstood knowledge areas. This is interesting, as the Likert-type results revealed that the population strongly believed users should have an impact on Facebook (Site Governance being the mechanism by which that can occur) and tended to disagree with Facebook’s use of user intellectual property. It is likely that the legal definition of ownership escaped many respondents; the fact that Facebook can employ users’ intellectual property without compensating them could easily be interpreted as a lack of ownership.

To determine overall knowledge of Facebook’s legal agreement for each individual respondents were assigned one point for each incorrect answer and two points for each correct answer. This generated a score for each respondent ranging from six to twelve and enabled the transformation of the knowledge test into a single scale variable. Results are reported in Table 5.3 below.

Table 5.3 - Knowledge Test Score	Frequency	Percent	Valid Percent	Cumulative Percent
0 Correct	2	1.7	1.7	1.7
1 Correct	4	3.3	3.3	5.0
2 Correct	8	6.6	6.6	11.6
3 Correct	23	19.0	19.0	30.6
4 Correct	48	39.7	39.7	70.2
5 Correct	30	24.8	24.8	95.0
All Correct	6	5.0	5.0	100.0
Total	121	100.0	100.0	

From these results, it appears that a significant portion of respondents do not understand the legal contract they sign with Facebook. If this knowledge test were an exam, 30.6% of respondents would have failed and only 29.8% would have scored above a C. These results indicate that misunderstandings about Facebook’s legal contract abound amongst users.

Whether or not an individual read the texts was converted into a scale variable in the same manner as the knowledge test. Individual respondent’s reading behavior is reported in table 5.4 below.

Table 5.4 - Reading Score	Frequency	Percent	Valid Percent	Cumulative Percent
0 Read	94	77.7	77.7	77.7
1 Read	14	11.6	11.6	89.3
2 Read	10	8.3	8.3	97.5
All Read	3	2.5	2.5	100.0
Total	121	100.0	100.0	

These results reveal that less than a quarter of respondents read any of the documents before they agreed to them, and that a meager 2.5% of respondents read all the documents before agreeing to their content. The reading score and the knowledge test score were run through a Pearson correlation

test. Results are reported in Table 5.5 below.

Table 5.5 – Correlation of Knowledge Test Score and Reading Score		Reading Score	Knowledge Test Score
Reading Score	Pearson Correlation	1	.019
	Sig. (2-tailed)		.836
	N	121	121
Knowledge Test Score	Pearson Correlation	.019	1
	Sig. (2-tailed)	.836	
	N	121	121

These results indicate a clear lack of correlation between having read the legal documents and scoring highly on the knowledge test. This non-correlation could be due to extremely low rates of reading amongst respondents skewing the correlation test, or it could indicate that users are not comprehending or retaining the content of this legal agreement after reading it.

CHAPTER 4: CRITICAL ANALYSIS

Research questions 3 and 4 (concerning whether or not Facebook's principles are met by their legal agreement and business practices respectively) will be answered with a critical analysis.

When taken together, the Statement of Rights and Responsibilities and the Facebook Principles provide the critic with a methodological lens for analyzing these texts. The first line of the Statement notes that it is derived from the Facebook Principles, whereas one of the Principles establishes that the Statement "should not be inconsistent" with the Principles. This critical analysis will measure Facebook against its own word by exploring the consistencies and disparities between the Principles and the Statement. This qualitative analysis should grant us deeper insights into the findings of the quantitative analysis.

Different Types of Statements

To begin, it is important to note that there are fundamental differences in how these texts are structured and what they seek to do. The Principles are a series of ethical imperatives. They are axiological in nature. Written as should statements, they establish a set of values and norms that ought to exist in an ideal world. The Statement of Rights and Responsibilities and the Data Use Policy describe the real world rules and regulations of using Facebook. These ontological statements describe how beings can conduct themselves on the site. The Principles are in no way legally binding, while the Statement and Data Use Policy most certainly are.

Although this difference may seem readily apparent, it introduces some level of insurmountable disparity between the texts. There is a necessary gulf between the world as it is and the world as we imagine it ought to be. The Principles attest to this fact, but maintain their idealism; noting that "only limitations of law, technology, and evolving social norms" should constrain their realization. The Principles deal with an ideal world; the Statement and Policy deal with the real world. Understanding

this foundational difference provides us with a way to explore how the Principles are not fully realized in a deeper way than simply claiming they are violated.

Analysis reveals that the vast majority of the Principles are not fully realized within the Statement and the Policy. In fact, only the Fundamental Service principle (establishing that Facebook should be free and people should not be removed for low levels of participation) is not somehow called into question by the Statement or Policy. These disparities can be classified into three categories: necessary violations, trade-offs, and true violations.

Necessary Violations

In some regard, the Statement of Rights and Responsibilities and Data Use Policy serve to enumerate the ways in which law, technology, and social norms render some of the Principles currently unachievable. In describing the actual policies and procedures of Facebook as a corporate entity, the Statement and Policy are forced to diverge from the idealistic view of the world espoused by the principles. We will explore three principles that are simply too distant from reality to be realized: “Common Welfare,” “Fundamental Equality,” and “One World.” Additionally, a fourth principle – “Ownership and Control of Information” – will be partially examined. In one specific way, Facebook claims that this principle’s violation is necessary. Further examination of this principle will occur in the latter two sections of this critical analysis.

Common Welfare

The most obvious necessary violation is the eighth Principle. It argues that the Statement of Rights and Responsibilities should be consistent with the Principles. As already noted, the beginning of the Principles establishes that reality limits their actualization. In essence, the Principles note that this Principle is going to be violated. This type of legal double-speak – where something is simultaneously affirmed and denied – appears in a number of places in these texts (a fact that will be explored more

thoroughly later). Double-speak aside, there is a very simple reason for why this Principle has to be violated: there is no point in claiming the world ought to be a certain way if it already is that way. The normative idealism of the Principles precludes the ability of a constative legal document to fully actualize them.

Fundamental Equality

The fourth Principle argues that all people should have equal access to information and representation on Facebook. The Principle is phrased such that a person is considered an “individual, advertiser, developer, organization, or other entity.” This definition clearly draws on the notion of corporate personhood – the idea that businesses or organizations have rights very similar to those of natural people. Setting aside whether or not this is a good ideal to uphold, it is quite apparent that fully realizing the equality of individuals and organizations is not reasonable in the world that currently exists.

Facebook’s policies point toward this in a number of ways. In Section 3 (concerning Safety) the Statement establishes that individuals cannot use automated methods for gathering information from Facebook (unless Facebook approves it first). On the other hand, the Data Use Policy makes it rather clear that organizations are not restricted in the same way. It notes that anytime a person uses a third-party feature (such as a game or application) or visits a website that uses Facebook’s Social Plug-ins (the “Like” button, recommend/sharing buttons, etc.) that organization will be able to gather some information about the user automatically. This is considered a necessary violation due to the nature of what is occurring. An application developer needs to gather information about the functionality and popularity of their services. How else can they develop? Automating this process is certainly simpler than any alternative, and equips the developer to quickly identify and correct issues with the service. On the other hand, most individuals have no good reason to harvest data en masse. This necessary limitation is balanced by the fact that Facebook provides an additional set of rules and guidelines for

anyone seeking to use their Platform services. Essentially, organizations and people have different rights and face different rules on Facebook because they have different purposes on the site.

One World

The tenth and final principle contends that “The Facebook Service should transcend geographic and national boundaries and be available to everyone in the world.” Beyond the obvious problems here (not everywhere has internet access, not everyone can afford a device that can get them to Facebook, etc.) this Principle runs into some rocky territory. First, as Mila Versteeg – associate professor of law at the University of Virginia – explained in an interview with OpEdNews, the idea of corporate personhood is unique to the United States (Kall, 2012). Making corporate personhood a fundamental part of Facebook’s value system sets them up for legal confrontations overseas. Further, in section 15.1 (Disputes) the Statement notes that any legal dispute with Facebook must be resolved “exclusively in a state or federal court located in Santa Clara County,” and that Californian law will govern any dispute “without regard to conflict of law provisions.” This exclusivity makes sense from a business perspective, as it prevents Facebook from having to hire lawyers familiar with the laws of every state and country in which its users live. However, one could certainly contend that the laws of California do not transcend all geographic and national boundaries.

Despite Facebook’s attempt to pigeonhole all legal conflict to specific courts under California law, cases have arisen and been tried overseas. Germany has brought legal complaints against Facebook on multiple occasions (Protalinski, 2011, Aug 19 & Protalinski, 2011, Nov 10). Citing EU and German policy on data protection, the northern German state Schleswig-Holstein has banned the use of the “Like” button by websites in the region; the State Court of Berlin found Facebook’s Friend Finder to be in violation of German and EU privacy laws; a new case concerning Facebook’s roll-out of facial recognition software was announced by the data protection commissioner for the state of Hamburg last November. As a result of legal action, Facebook has entered a special provision for

German residents that replaces section 15.1 with “this Statement is subject to German law.” This is an interesting choice. The judgments of the German courts are only truly enforceable in Germany; however, these cases were based upon both EU and German policy. Facebook could be leaving themselves open to future court cases from European nations by only changing the policy for German users. This seems especially likely given that the European Commission is currently working on a new EU Data Protection Directive, specifically updating the old 1995 Directive to be more in line with today’s digital world (Lewis, 2011). One way or another, these international legal battles reveal that Facebook’s desire to transcend borders and function for “One World” is necessarily limited by variations in legal policy.

Ownership and Control of Information

The second Principle serves as the most fruitful for our investigation, mainly because privacy concerns have become paramount to any discussion of Facebook’s legal agreement or business practices. This principle contends that people own their information and should have the right to decide with whom they share it. For this level of analysis, we will only consider one specific violation/limitation to this principle: the automatic gathering of specific data from all users who have not completely disabled Facebook Platform (the service that allows apps, games, and the like to function). As the Data Use Policy points out, no matter how a person’s privacy controls are set, any application they use or visit gathers information about their age range (18-21, 21 – 25, etc), gender, and physical location (meaning that this information is accessible to both Facebook and third-parties) . Facebook claims that this is a necessary limitation on a user’s ability to decide who gathers their information for the following reasons: age range allows apps to determine if their content is appropriate for the users; gender lets apps utilize the proper pronouns when referring to users; location allows apps to determine the correct language in which to display their content. Although these features do indeed increase the efficiency of the application, automatic harvesting of these data is by no means the only

way that these three functions could be fulfilled. From personal observation of younger siblings and their friends, this project's author is well aware of how easy (and common) it is to lie to Facebook about your age upon account creation. Automatic data gathering is no more reliable in this regard than any typical digital age-verification procedure. Applications could be very easily designed to allow users to select what language and gender of pronouns should be displayed without gathering any personal information about the user. In essence, although Facebook claims that this feature is a necessary violation for site functionality, analysis suggests that it is – at best – a trade-off between the Principle of control and running the site efficiently. At worst, this could be viewed as a way to ensure that the vast majority of users (anyone who employs an app) contribute to data collection regardless of whether or not they wish this occur.

Trade-Offs

This section of our analysis will differ slightly from the previous. Discussing the principles individually would become convoluted as the focus shifts to how competing ideals trade-off with one another. When an organization attempts to enact a value it touts, this can often lead to dysfunctional practices and/or internal contradictions as reality and idealism collide (Rice & Cooper, 2010). This dysfunction is especially likely when two (or more) conflicting values are both given a place of prominence within an organization's value structure. As such, this section will begin with a discussion of how two specific values – agency and openness – are espoused in the Principles. Then specific business practices will be discussed in light of how they increase one value while reducing the other.

Agency vs. Openness

The introduction to the Facebook Principles states, “We are building Facebook to make the world more open.” Openness has always been the core ideal of Facebook. Since the site's inception, founder and CEO Mark Zuckerberg's profile has included “openness” as one of his interests. The

Principles provide us with a more concrete explanation of what this means. The first principle (“Freedom to Share and Connect”) contends that people should be able to share whatever information they want, and connect with whomever they want. The third principle (“Free Flow of Information”) establishes that we ought to both be able to access all the information made available by others and have tools to facilitate that access. The fifth principle (“Social Value”) claims that we ought to be able to use our identity to build a reputation and expand our networks and connections to others. The ideally open world described in these principles is one where individuals share a great deal of information with a large number of people, building a more connected and transparent existence.

This ideal of openness is contrasted with one of agency. Sociologist Anthony Giddens defines agency as the “feature of action that, at any point in time, the agent could have acted otherwise” (1984). In essence, the individual has the ability to choose how they act. It is important to note that Giddens’ definition contains a time element, such that individuals with true agency ought to be able to make new decisions or change old decisions as time moves on, without being bound or limited by previous actions. The Principles point towards agency in a number of ways – mainly through the ideas of ownership and consent. The previously discussed first Principle contains a caveat: individuals (or organizations) ought to be able to connect to whomever they wish “as long as they both consent to the connection.” The second Principle (“Ownership and Control”) builds on this notion, arguing that people “should own their information” and be able to “decide with whom they share” it. This too contains a simple caveat, noting that there is no way to control what someone who has received your information does with it. In Facebook’s idealized world, each person would be able to completely control who accesses their information. From the first two principles and their caveats, it becomes quite clear that Facebook seeks to actualize two values that it knows cannot be fully achieved – especially in tandem. Let us now move on to exploring specific practices outlined in Facebook’s Statement and Data Use Policy that enact a trade-off between agency and openness. Analysis of business practices laid out

in these two texts reveals that Facebook generally sacrifices agency to increase openness.

Opt-Out System

The Data Use Policy makes clear that Facebook's default settings are designed for maximum openness. All privacy settings default to "Public," meaning that anyone (including people who do not use Facebook) has the ability to access that information. Upon creating an account, users are automatically enrolled in Facebook services such as Platform and "Ads + Social Context." If users wish to not be a part of any of these services, they must opt-out of them in their account settings. For someone first creating an account, the opt-out system doesn't reduce their agency at all. Before any sensitive or private information is posted, they can simply opt-out of the services. However, when this opt-out system is applied to Facebook's implementation of new features, agency does take a hit. Any significant change – even those that impact user privacy – is rolled out site wide. Users then have to opt-out of the change at their convenience. By applying these changes site wide, Facebook increases openness as it encourages use of new sharing software that may have gone ignored otherwise, but reduces individual agency. In essence, maintaining agency requires constant vigilance on the part of the user; else site-wide changes will be applied to their profiles – possibly without their consent or knowledge.

This opt-out system forms the basis of Germany's case against Facebook over facial recognition software (Constantin, 2011). In June of 2011, Facebook updated the site so that whenever a person uploads a picture to Facebook, software compares the faces in the pictures to pictures tagged as containing the uploader's friends. The software then recommends who should be tagged in the photo based on this comparison. Germany chose to move forward with this case only after Facebook refused to even seek expressed consent retroactively. By applying such a serious invasion of privacy (the gathering of biometric data about users) site-wide, Facebook circumvents the process of consent touted in their Principles. Unless the individual opts out of the system the moment it is applied, information

about that person will have been gathered by the new service before they have the chance to enact their agency and choose whether or not to consent. Facial recognition is only one example of negative backlash from this opt-out system; News Feed, Timeline, and other updates all have been rolled out site-wide (some features cannot be opted out of at all), and all have drawn fire from users (DesMarais, 2012 & Cheng, 2011).

Tagging

“Tagging” is how Facebook users can associate their posts and content with other individuals or organizations on the site. In essence, a link to the profile of the tagged person will appear along with the content, and that individual (and their friends) will be informed that they have been tagged. The way tagging is handled trades off agency for openness in a number of ways.

First, tagging a person gives access to the posted content not only to the tagged individual but also everyone on their friend list. In essence, through the process of sharing information with whom a user wants to share it, they also have to share it with an indeterminate number of people – many of whom with which the user likely has no connection. This severely limits the Principles’ statement that all connections should be consented to with the goal of increasing network ties and the free flow of information.

Second, the way in which users go about being tagged also reduces agency in favor of openness. As the Data Use Policy points out “Anyone can tag you in anything.” While it is technically possible to enact agency over tagging (a user can un-tag themselves or enable an option that requires all tags of them to be approved before appearing on their profile; however, this approval does not remove the tag) Facebook does not seem to want users to be aware of this. The Data Use Policy contains absolutely no mention of the ability to remove tags, nor does it specify how to enable the tag approval option (the Policy contains links to and directions for many other site settings). Its suggestion for dealing with unwanted tags is as follows: “If you do not want someone to tag you in their posts, we

encourage you to reach out to them and give them that feedback. If that does not work, you can block them.” Potentially socially emotionally harmful content (embarrassing images or the like) could be made publicly available on the site, and widely disseminated before the user has any ability to disassociate themselves from the content. As with the opt-out methodology, the user does have agency over tags, but this agency is reduced by the fact that the connection can be made before consent is given.

Advertising

Advertising serves as one of Facebook’s main methods of producing revenue. The company made over three billion on ads in 2011 and is predicted to surpass five billion in 2012 (eMarketer, 2012). Facebook’s Data Use Policy describes two advertising methods that enact a trade-off between agency and openness: targeted advertising and “Sponsored Stories” (a specific part of “Ads + Social Context”).

Targeted advertising functions as follows: an advertiser pays Facebook to deliver their ads to a target audience – based on the information Facebook gathers about users. Individuals who meet certain demographic criteria – such as age range, gender, and nationality – can be targeted for direct advertising. Further, the Data Use Policy explains that Facebook categorizes users based on their information and actions, and these categories also are used for targeted ads. They provide the example that a person who has liked a page for Star Trek and mentions seeing Star Wars in a movie theatre will be classified as a “sci-fi fan.” As targeted advertising is one of Facebook’s most profitable features, it is not possible for a user to opt-out of this service. The trade-off here lies in the fact that the user cannot choose whether or not to have their information gathered for such targeted actions, but this practice does increase the free flow of information. Advertisements have become a necessary part of virtually any website that wants to turn a profit, and targeted advertising could actually make this less bothersome to internet users as the ads should reflect personal interest.

Facebook claims that individual privacy remains secure as the data used to construct targeted advertising categories are not shared with advertisers; however, the Federal Trade Commission recently brought a case against Facebook due to a number of “unfair and deceptive” practices (Federal Trade Commission, 2011). Among the list of complaints appears the fact that advertisers were able to access virtually all of a user’s information if that user clicked on a targeted ad. The end result of this confrontation was the FTC’s decision to subject Facebook to privacy audits for the next twenty years (Sengupta, 2011). Although it is unlikely that this privacy violation was a willful or nefarious action on Facebook’s part, it is still worrisome. It seems that the business ethic of making money may be trumping both openness and agency in this specific instance.

The second trade-off in advertising comes in the form of Sponsored Stories. This feature works in the following way. If a user employs Facebook’s “Like” button to show support for a product, application, service, etc on Facebook, the owner of that content can pay Facebook to create a Sponsored Story. The user’s friends will receive an advertisement for the “Liked” content in a highly visible section of their profile , coupled with the user’s profile picture and a brief story noting that the user “Liked” the feature. Agency is sacrificed because the distinction (and decision) between enjoying something and trying to promote it to your friends has been eliminated. Fortunately, users do have the ability to opt-out of this feature for third-party content. Unfortunately, even if a user has opted out third-parties can still sponsor stories about the user, but these stories will not contain an advertisement from the third-party – only the profile picture and the story about the “Liking” will appear. Further misfortune comes from the fact that users can never opt-out of advertisement-included Sponsored Stories from Facebook. If a user likes a Facebook service, Facebook can use that individual’s identity to promote that service without the user’s consent. This practice is explained in the Data Use Policy, and the only way to avoid being a part of it is to not “Like” anything on Facebook.

Information Gathering

As our last point touched briefly on information gathering, now seems the appropriate time to tackle this immense trade-off. Harvesting information en masse is what makes Facebook a business rather than a simple online social space. It enables their advertising, development, and many of the functions that made this social network popular enough to become the industry giant it is today. Unfortunately, the ways in which Facebook enacts this data collection often reduces the agency of users greatly. The FTC's complaints went beyond simple advertising problems and pointed toward a number of other cases where individuals' information could be accessed without consent (Federal Trade Commission, 2011). In 2009, a major change to the site caused everyone's friend lists to become public regardless of their current privacy settings. Facebook implemented this change without informing users or seeking their consent. Facebook's Data Use Policy claims that third-party apps are only given user information necessary for running their services. The FTC found that apps could access virtually all of a user's information – public or private. Facebook users can choose to limit the audience for anything they post. The FTC found that these limits were easy to work around. Facebook claims to verify and guarantee the security of third-party applications. Again, the FTC found this to be untrue. The Data Use Policy notes that information from deactivated accounts is retained indefinitely but not made available to others, while deleted account information is held for ninety days then deleted. The FTC found that deactivated and even deleted accounts could still be accessed. From this report, it appears that Facebook's business practices not only fail to live up to its Principles but also violate the legal agreement between the site and its users.

These inconsistencies arose due to how Facebook is evolving and changing the ways in which its principles are enacted. When Facebook first came into existence eight years ago it was a far simpler system than it is today. As the number of Facebook users have increased exponentially, so too did the company's business potential. Is there any other organization in the world that can claim to have direct

access to the personal information of 845 million individuals? Yet this mountain of information is useless from a business perspective if it cannot be openly accessed. Facebook's practices continue to change toward increased openness. The FTC case demonstrates these trade-offs must be carefully handled, else they can reduce the Principle of agency beyond the point promised within a user's contract with the company.

Information gathering is such a significant part of what Facebook does as a company that another trade-off can be explored within this area. Facebook provides some services in such a way that an all-or-nothing trade-off between agency and openness occurs. If an individual wants to use any Facebook Platform services (apps, games, etc) they have to agree to some level of data mining from both Facebook and involved third-parties. Facebook provides a number of Application-Programming-Interfaces for developers that allow them to mesh their services with Facebook's programming code. Doing so allows developers to access the information of those who use their services and their friends. The only way for a user to prevent this data mining is to completely disable Facebook Platform within their privacy settings. Here the individual can only choose to act in two ways: in or out.

The ability to choose how one's information is used is further limited by how these services gather data from the friends of users. As the Data Use Policy reveals, an application can be authorized to access a user's information by any of that user's friends. Granted, this access is supposed to be limited in that the information can only be used in connection with the friend who authorized it. For example, if user A employs a music application, she or he could give that application permission to access a friend's information to discover what music they enjoyed. The app could then suggest music to User A based on areas where the two friends had similar tastes. Users can control privacy settings to limit this access, but some information can always be given to applications by friends as long as Platform is not completely disabled. In these instances, the user faces a choice between agency or openness; there is no good way to achieve both principles under the current system. Further, if users are

not aware of these information gathering techniques (and thus have not considered disabling Platform) they may be sharing information that they never consciously consented to sharing.

Trade-offs for Third-Parties

Individual users are not the only ones from whom Facebook requires a trade-off between agency and openness. Third-parties too must sacrifice some ability to control their information and content in exchange for utilizing Facebook's services. The Statement of Rights and Responsibilities notes that the company gathers information about the functionality of any applications they host. At face value this makes sense – Facebook has to make sure these programs interface properly with their services. However, this agreement goes beyond this necessary level towards a more significant trade-off. Facebook reserves the right to not only gather information about how an application functions, but also create their own services with similar functionality. An application developer gains a great deal of openness by hosting their information on Facebook. Platform offers developers access to an immense audience (for free) but reduces their ability to keep their content completely under their control.

True Violations

Some of the Principles espoused by Facebook are simply not upheld by their business practices. These failures are not based upon a necessary limitation of existing in today's world, nor a trade-off between competing values. Rather, an ideal is given lip service in the Principles and subsequently violated in a significant manner by the Statement and Data Use Policy. This section examines the "Transparent Process" principle and revisits the "Ownership and Control of Information."

Transparent Process

Facebook's ninth Principle is concerned with the company's own openness towards their users and the public. It establishes two imperatives. First, that Facebook ought to publicize "information about its purpose, plans, policies, and operations." Second, within Facebook there should exist both a

“town hall process of notice and comment and a system of voting to encourage input and discourse” concerning changes to the Principles or legal contract. Such a system does exist; however, the way in which it is presented and handled results in the violation of both imperatives presented in this Principle.

The system described above is known as Site Governance, which is essentially an official place on Facebook where users can go to be informed about (and comment upon) changes to Facebook. Interestingly, the Principle which establishes the necessity of such a system neither explicitly names nor links to it. The only official mention of Site Governance appears in the Statement of Rights and Responsibilities on page eight of the eleven page contract – after all of the special provisions for developers, advertisers, and third-party websites using social plugins. If Facebook wants to truly be open and transparent, it would make sense to direct users towards the place where they can learn about and influence Facebook. The buried nature of the only reference to Site Governance seems more significant when we consider the fact that Facebook only publicizes information about changes to the Principles or legal contract on Site Governance and the web pages where the changing documents are normally hosted. If a user does not “Like” Site Governance, they receive no notification of proposed changes from the organization – even if these changes are significant. Facebook’s main method of promoting transparency is not openly popularized nor promoted – it is not presented in a transparent manner.

In addition to the violation of the imperative to be completely open about Facebook’s business plans, the notion of user voting being able to impact Facebook’s direction is also little more than a facade. How Site Governance works is explained in the Statement of Rights and Responsibilities. At least one week before a change that impacts users is implemented, Facebook will post the proposed changes on Site Governance. Only users who have “Liked” Site Governance will be notified of this action. If seven thousand users comment on these changes, a site wide vote concerning the changes occurs. The results of this vote will be binding on the company if thirty percent of active Facebook

users participate in the vote. Currently, approximately two million people “Like” Site Governance. This is around one quarter of one percent of the number of active Facebook users in December 2011 (the most recent date for which data are available) (Facebook, 2012). For users to force Facebook to follow their wishes on a change, nearly three hundred million people would have to vote. When presented with open questions asking for the number of users required to start a site-wide vote and how many users needed to make that vote binding, not a single survey respondent correctly identified the number of users required, showing that those upon whom the onus of meeting this brightline is placed do not grasp what is required for their opinion to have any real impact. Further, the Statement notes that Facebook can make changes “for legal or administrative purposes” without an opportunity for user comment. In essence, Facebook’s democratic system sets standards that are nigh impossible to meet and gives Facebook the authority to override this system and institute changes for business purposes. One could certainly contend that any business ought to have the authority to conduct itself as it pleases (within the limitations of law), and should not be obligated to rewrite its contract at the whim of the consumer. However, if Facebook considers their agency over their service paramount, why did they make a democratic system of comment and change a foundational part of their principles? Facebook users do not have any real ability to change the website, and the vast majority of them are not directly informed by the company when significant changes have been proposed.

Ownership and Control of Information

As previously discussed, the second Principle establishes that all Facebook users retain full ownership of their information and should have to consent to any connection formed between them and another person. Analysis of how the Statement of Rights and Responsibilities and Data Use Policy handle Facebook’s use of user generated content reveals a number of rather blatant violations of this principle. Ownership is maintained by users, but only in the most technical, legal sense of the word. Connections can easily be formed to a user without their consent. This section will discuss three

specific ways in which Facebook's business practices violate this principle.

Commercial Control

The Statement of Rights and Responsibilities makes clear that Facebook does not want anyone profiting from their services unless they get their share. Two specific practices reveal this sentiment. First, users are not allowed to post any commercial content without Facebook's prior approval. Facebook touts the open sharing of information, but users cannot share any information from which they might profit. Second, Facebook prohibits every user from using "your personal profile for your own commercial gain (such as selling your status update to an advertiser)." Interestingly, the example of prohibited behavior in the previous quotation is how Facebook makes money with "Ads + Social Context." Users retain ownership of information that they post to Facebook, but they become restricted in how they enact that ownership. Granted, a user with potentially profitable content clearly retains the right to utilize that content to profit elsewhere. Yet, it is worth noting that no information on Facebook can create profit for an individual, only Facebook and business partners.

Intellectual Property Licensing

The application of intellectual property law to digital content is increasingly becoming a hot button issue. This has recently been evidenced by both the proposal of and reaction to the Stop Online Piracy Act and the Protect IP Act (SOPA/PIPA), and the recent signing by thirty-one nations of the Anti-Counterfeiting Trade Agreement. Facebook's legal contract claims draconian rights to the intellectual property that users post on the site. Specifically, section 2.1 of the Statement of Rights and Responsibilities states: "you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License)." In essence, Facebook garners a global license to users' IP content, and can authorize other entities that same right (privacy settings do have some ability to limit this). Users will never collect any royalties from this use. In section 15.3 of the Statement, Facebook waives any liability for lost profits resulting

from an individual's use of Facebook, further hedging back potential complaints about how Facebook employs a user's IP. The terms of the license that define its effective length are also worrisome: "This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it." As Facebook continually updates their site to drive more towards openness, virtually all user content is shared with someone. Unless content is kept completely private, Facebook gains a license to it, effectively circumventing an individual's privacy settings. For a user to end Facebook's license to their intellectual property would require tracking down every single person with which that content had been shared and convincing them to delete it.

Equally concerning is the fact that Facebook does not place any operational limits upon the use they claim over intellectual property. The statement simply says "you grant us a ... license to use any IP content." It does not qualify this whatsoever. Technically speaking, if an individual posted a play on Facebook and a movie studio wanted to adapt this work into a screenplay, the studio could pay Facebook for the license and neither would ever have to give the author a penny. Obviously this is an extreme example. Such an attempt would likely be found unconscionable in a court of law; however, the precise wording of the contract does indeed allow it. Consider a less extreme example. A professional photographer naively posts some of their work to Facebook. If a company was interested in this work for advertising purposes, they could very easily pay Facebook to make those images part of their advertising on the website. The photographer in question would have a much more difficult time preventing this type of use. The Kernochan Center for Law, Media, and the Arts and the Program on Law and Technology at Columbia Law School specifically warn against this type of licensing agreement as being "creator-unfriendly"; however, they do not indicate it to be outside the bounds of acceptable legal practice (keepyourcopyrights.org, 2010). A Facebook user's ability to maintain any type of control over their intellectual property is seriously limited by this license.

Installation of Cookies

Like many websites, Facebook installs cookies into the web-browsers of individuals who visit the website. As Facebook's Help Center explains, "Cookies are small files that store information about your account, web browser, computer, mobile phone, or other device" (Facebook, 2012). Installation of cookies is a fairly common practice for websites today, and any user can disable cookies within their web-browser if they so choose. However, Facebook does employ cookies in one way which completely violates the idea of consent espoused in their Principles. Whenever a person visits Facebook's website, a cookie is installed on their browser, even if they do not create an account. This cookie tracks that person's habits in browsing the internet, and delivers that data to Facebook (Acohido, 2011). This is mentioned nowhere in the Data Use Policy or the Statement of Rights and responsibilities – which makes sense, given that these texts are designed for users who are agreeing to Facebook's terms. These individuals do not have a Facebook account. They have not entered into a legal agreement with the company; thus, they have never consented to any information gathering.

CHAPTER 5: DISCUSSION

Online vs. Real-world

The quantitative portion of this study contained two control questions. Individuals were asked to report first if they had entered into any legal contracts other than Facebook, and second whether or not they read those contracts. Cross-tabulation of these two questions reveals the frequencies with which respondents read legal contracts other than Facebook. Results are reported in Table 6 below.

Table 6

Legal Contract	Percentage of Respondents Entering Legal Contracts Who Read those Contracts
Lease	83.6
Employment	82
Loan	71.4
Cell Phone	40
Software Agreement	18.8

These results reveal a possible trend in the contract reading habits of respondents. Future research could investigate why it is that some contracts are read and others are not. Although such research is beyond the scope of this paper, critical thought on the matter reveals a few possibilities that could be investigated: accountability to authority, perceived repercussions, and setting in which the contract is signed.

With a lease or employment contract, the signatory will likely be in contact with a person granted authority by that contract (landlord, boss, human resources rep, etc.) on a fairly regular basis. A loan or cell phone contract requires that a specific authority be sent money regularly. However, software agreements (like Facebook's contract) create little accountability for the person signing the contract. Software agreements have no concrete authority figure tied to them, and instead rely on the authority of a company. All it takes is one slumlord, bad boss, or loan shark to make a person a lifelong reader of those contracts, but there is no analogous relationship for a software agreement.

The most highly read agreements (lease and employment) have direct impacts on the person's day-to-day life. If the contract is violated, the person signing it may have to find a new place to live or a new way of life. A loan will have some serious implications for the future. Violating the terms of the agreement can result in large fees, longer payment schedules, and bad credit. On the other hand, a cell phone or software agreement doesn't seem nearly as monumental in terms of what could go wrong if the contract is not obeyed. In fact, it seems possible that people may perceive these contracts as not having significant negative repercussions at all.

A lease, loan, or employment contract is usually signed in a specific place (a leasing office, a bank, the place of work, etc) and in the presence of specific people (leasing officers, lawyers, landlords, etc). This setting lends an air of seriousness to the situation that may be lacking in most cell phone contracts (which are generally signed in a store) and is certainly absent when a person signs a software agreement. Online contracts can be signed with a click of the button from anywhere. An individual could easily enter into a legally binding agreement while sitting on their couch, watching TV, and drinking a beer. There is something about entering a specific place and physically writing your name on a piece of paper that seems far more significant than checking a box from the comfort of your home. Entering a contract in the real world simply feels different than entering a contract through a digital channel.

Metaphorical Angle

Our quantitative analysis revealed quite a great deal of confusion about and disagreement with Facebook's legal contract. Throughout the Statement of Rights and Responsibilities and the Data Use Policy, Facebook tells users that its website isn't different from other online places. The contract continually assures readers that this is "just like" posting content on other websites, or sharing information with someone through email. In all actuality, it is not "just like" these things. Here we see Facebook creating a metaphorical argument to convince users that everything is okay. Yes, email and

discussion forums do create the possibility for a person's information to be publicized in a manner similar to Facebook. The difference comes from the fact that posting something on Facebook guarantees that it will be spread, aggregated, and likely delivered to an outside business somewhere at some time. Clearly, this metaphor does not adequately explain the nature of what occurs on Facebook.

This author spent a great deal of time searching for a metaphor that could accurately explain what occurs on Facebook's website. Finally (after much discussion with many individuals) a decent explanatory metaphor was discovered. Facebook's treatment of user content and information is like a reverse Creative Commons License (CCL). Creative Commons Licensing allows an individual to grant others copyright permission to their intellectual property without placing the IP in the public domain (Creative Commons, 2012). The terms of a CCL vary, but most allow just about anybody to use, update, or remix the licensed content as long as the originator is given credit. The CCL movement is seen as an effort to combat the centralization of intellectual property ownership in the hands of a few huge corporations. Facebook's licensing agreement reverses this approach. The company garners licenses for all the intellectual property content of its users, and authorizes the use of it without any royalties or credit to the IP's creator. This license also reverses the decentralization approach of the CCL, instead putting licenses to the IP content of nearly 850 million individuals in the hands of a single company. This metaphor could allow Facebook users to better understand the type of agreement to which they are entering. Yes, they still own the IP content, but they aren't going to see any money from it, or be able to stop Facebook from using it as they see fit.

Transparency?

The case brought against Facebook by the FTC revealed that Facebook is not nearly as committed to transparency as they claim to be. Beyond this real world condemnation, the way in which Facebook's legal documents are written suggests that the company does not really want its users to have the greatest understanding of the agreement. Beyond proposing inadequate metaphors to explain

what occurs on the site, the legal documents are also riddled with legal double-speak. The Data Use Policy articulates that Facebook does not share user data with third-parties unless they have “received your permission” and “given you notice, such as by telling you in this policy.” The two qualifiers placed here do very little to limit Facebook’s sharing of user information. Users give permission when they sign and the document they are signing gives them notice. Why include the limitation and then immediately strike it down? This is not the only instance of double-speak, but it is the most flagrant, and demonstrates how language is manipulated in the document such that a reader can very easily be misled if they do not maintain a critical mindset.

Facebook Directing Second-level Effects

The implementation of a new communication technology impacts both the efficiency of communication (first level effects) and who speaks to whom about what (second-level effects) (Sproul & Kiesler, 1991). As Sproull and Kiesler note, second-level effects are often unintended and difficult to predict. The first line of Zuckerberg’s letter to investors (leading up to Facebook’s initial public offering) states, “Facebook was not originally created to be a company. It was built to accomplish a social mission — to make the world more open and connected.” (Zuckerberg, 2012). Zuckerberg is saying something both simple and daunting: Facebook is trying to direct the second-level effects of its technology. In essence, they simply want people to talk to more people about more things. Since its inception, Facebook has been slowly evolving to make this more and more likely by changing its default settings (Fletcher, 2010). Consider the following changes: users must now opt-out of changes to the site where they used to have to opt-in; a user’s friend list must now be public which was not the case in the past; users today receive far more information from Facebook about what their friends are doing than they did in the site’s early years. All of these changes are aimed at implicitly increasing the openness of user communication on Facebook. The increased visibility of user action on Facebook (due to Facebook suggesting applications based on usage by friends and Ads + Social Context) promotes

using more Facebook services and thus putting more information about oneself onto the website.

Constant information gathering on all fronts combined with suggestions based on that information seeks to expand and bolster networks (by creating new ties and strengthening existing ones).

Information about user network ties is always gathered due to the friend's list always being public.

There is no way for a user to prevent information gathering about network ties or completely turn off suggestions designed to increase or strengthen those ties.

Facebook's most recent overhaul – the introduction of the “Timeline” feature – pushes openness more than any previous change. This feature turns each user's profile into a digital history of their activity on Facebook. Every piece of information the person has ever shared on the site is now displayed on the profiles of all users who have not opted out of this setting. The impacts of such a feature on openness are obvious. Unsurprisingly, this move has spawned a great deal of concern about privacy amongst users (Bond, 2011). In attempting to direct second-level effects, Facebook must walk a tenuous line. If it pushes openness too far too fast, it faces backlash from users who feel threatened and thus strengthen their commitment to privacy and become more skeptical of openness.

Following the FTC case, Mark Zuckerberg posted “Our Commitment to the Facebook Community” on The Facebook Blog. This apologetic letter begins with this statement, “I founded Facebook on the idea that people want to share and connect with people in their lives, but to do this everyone needs complete control over who they share with at all times” (Zuckerberg, 2011). Here, Zuckerberg is drawing direct attention to both openness and agency, and paradoxically claiming that both can (and must) be fulfilled. The only way this is possible is if everyone wants and chooses to share all of their information openly. As it stands, Facebook chooses to sacrifice user agency to create openness. The quantitative study reveals that users neither understand nor agree with these trade-offs. Future studies could investigate the degree to which Facebook use impacts a person's (or organization/business/community) tendency for openness. Such a study could determine if Facebook's

attempt to direct the second-level effects of its technology are proving fruitful, and could also offer general insights into the ability of an organization to direct second level effects through control of a communication technology/channel.

Limitations

Several limitations must be considered when examining the findings of this study. First, compared to the number of users on Facebook, the sample frame of this study is extremely small. Further, the sample is comprised of volunteers who saw advertisements for the study on campus or online: the sample is non-random and likely not representative of the population of Facebook users as a whole. In fact, a good portion of Facebook users are under eighteen, and thus could not participate in the study. Based on these facts, the generalizability of these results could be very limited.

This issue could be addressed by conducting research a second time. The study's survey was only open to respondents for one month. A larger window of opportunity could greatly increase response rates. Additionally, the length of the survey (forty-five questions) likely contributed to the low response rate. If data were to be collected again, the length of the survey would be significantly reduced. A number of the questions contained in the survey provided interesting data; however, the project's research questions could have been addressed without them. Further, some of the questions would benefit from rewording, as responses may have been skewed by question wording. For example, the true/false knowledge question, "Facebook users retain full ownership of all information they post on Facebook" vastly drew "false" as the response (the incorrect answer). The inclusion of the word "full" probably disposed respondents to answer this question with the "false" response.

Second, Facebook announced some changes to its Statement of Rights and Responsibilities and Data Use Policy in March of 2012. Data collection had already begun, so the study does not reflect the most up to date version of the Statement of Rights and Responsibilities and Data Use Policy.

Fortunately, these changes were mostly minor in nature, and do not greatly confound the project.

APPENDIX I: SURVEY INSTRUMENT

Rights, Principles, and Data Use

Anonymous Online Survey Consent

You are invited to participate in a research project entitled Rights, Principles, and Data Use designed to analyze users' knowledge and opinion concerning the legal contracts they enter with Facebook. The study is being conducted by Dr. Steven Cooper and Nikolas Payne from Marshall University and has been approved by the Marshall University Institutional Review Board (IRB). This research is being conducted as part of the master's thesis for Nikolas Payne.

This survey is comprised of forty-two questions, and should take between fifteen and twenty minutes to complete. Questions and responses will be formatted in a number of ways, including factual Yes/No and True/False questions and hypothetical or perceptual questions which measure your agreement to a statement or judgment of a situation. Your replies will be anonymous, so do not type your name anywhere on the form. There are no known risks involved with this study. Participation is completely voluntary and there will be no penalty or loss of benefits if you choose to not participate in this research study or to withdraw. If you choose not to participate you may exit the online survey at any time. You may choose to not answer any question by skipping the question before you respond. Once you complete the survey you can delete your browsing history for added confidentiality. Completing the on-line survey indicates your consent for use of the answers you supply. Please click the box at the bottom of this page indicating that you have read and understand this informed consent agreement.

If you have any questions about the study, you may contact Dr. Steven Cooper at (304) 696-2733, or Nikolas Payne at (816) 646-1890.

If you have any questions concerning your rights as a research participant you may contact the Marshall University Office of Research Integrity at (304) 696-4303.

By completing this survey and returning it you are also confirming that you are 18 years of age or older.

Please print this page for your records.

Marshall University IRB
Approved on: 03/12/12
Expires on: 02/28/13
Study number: 313296

1. Do you understand and agree to the terms of your participation in this study?

Yes
No

We want to know what you think about Facebook and how it works. In particular, we would like to know what you think and feel about the legal relationship between Facebook, its users, and companies.

that do business with Facebook. Please select the answers you believe to be true and/or that reflect your opinions.

The first section of this survey is concerned with how you use Facebook, and what you think about the legal agreements you may have encountered. Even if you have not read Facebook's legal agreements, please let us know what you believe to be true about Facebook's legal agreements.

2. On average, how many hours per week do you actively spend on Facebook? (count time spent playing games, using third party applications, and the like)

Less than 2 hours 2 – 5 hrs 5 – 8 hrs 8 – 11 hrs 11 – 14 hrs More than 14

3. Have you read the Facebook Principles?

Yes

No

4. Have you read Facebook's Statement of Rights and Responsibilities?

Yes

No

5. Have you read the Facebook Data Use Policy?

Yes

No

6. Are you aware that you can participate in Facebook's Site Governance?

Yes

No

7. Have you ever participated in Facebook's Site Governance?

Yes

No

8. When you use third-party software on Facebook (such as games and applications) how often do you read the third-party's legal agreements before clicking the "I agree to the terms and conditions..." box?

Never

Rarely

Sometimes

Half of the time

Often

Almost always

Always

I don't use third-party software

9. Other than Facebook, have you ever entered into any of the following legal contracts before?

- Lease
- Loan (student, car, etc)
- Cell phone
- Software Agreements
- Employment
- None
- Other (please specify)

10. If you answered yes to the previous question, which contracts – if any – did you fully read?

- Lease
- Loan (student, car, etc)
- Cell phone
- Software Agreements
- Employment
- Other (please specify)

The next section of the survey is concerned with legal rights in a broad sense. Please let us know what you think for each item or situation.

11. Facebook ascribes the same legal rights and responsibilities to organizations and individuals.

strongly disagree disagree neutral agree strongly agree

12. Disputes between users and Facebook can only be resolved in specific legal districts.

- True
- False

13. By agreeing to Facebook's legal terms, a user may be waiving some legal rights afforded by the laws of the area in which they live.

- True
- False

14. Assume an application developer designs a flawed program, making it possible for a hacker to access the financial information of some users. Who of the following should be responsible for compensating any funds lost by the users? (Check all that you believe are responsible)

- Financial institutions associated with the compromised accounts
- Facebook
- the application developer
- none of the above
- Other (please specify)

15. Assume Facebook User A publicly posts personal information to the website. User B then employs this information in a way that harms User A. In your opinion, User B's actions were enabled by:

Measuring responsibility on a scale:	Only Facebook	2	3	Equal Responsibility	5	6	Only User A
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16. Follow Up: In your opinion, if User B violated any laws, who should be held culpable?

Measuring responsibility on a scale:	Only Facebook	2	3	Equal Responsibility	5	6	Only User B
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17. Assume in the above example User A had posted their content privately, and User B retrieved the information by hacking the website. Who do you think was responsible for enabling User B's access to the information?

Measuring responsibility on a scale:	Only Facebook	2	3	Equal Responsibility	5	6	Only User A
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18. Follow Up: Who should be held Legally responsible?

Measuring responsibility on a scale:	Only Facebook	2	3	Equal Responsibility	4	5	Only User B
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The next section focuses on user privacy. Many of the questions in this section are concerned with Third-Parties. The term "Third-Parties" refers to anyone other than the Facebook organization or the individual user that may gain access to the user's information (advertisers, game or application developers, businesses or celebrities the user "Likes", and so on).

19. If User A shares personal information with User B, User B has the right to publicize that information if she or he so chooses.

Strongly Disagree Disagree Neutral Agree Strongly Agree

20. In your opinion, how effective are Facebook's privacy controls in keeping an individual user's information secure?

Measuring effectiveness on a scale:	Completely Effective	2	3	4	5	6	Completely Ineffective
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21. Providers of third-party software (such as applications and games) gain access to information posted by Facebook users who employ their services.

True
False

22. Associating a user with a photo or post (“Tagging”) should require the consent of that user.

Strongly Disagree Disagree Neutral Agree Strongly Agree

23. From time to time, Facebook changes how the site works in ways that may impact users’ privacy. Should users be given the option to opt out of the changes after they are made, or should users choose to opt in to the changes before they are made?

Opt-In System
Opt-Out System

24. As long as information that identifies individuals is removed (such as names and birthdates) Facebook should be allowed to share data about users for business purposes (data sharing with developers, advertisers, and the like).

Strongly Disagree Disagree Neutral Agree Strongly Agree

25. When users delete their accounts, all their information is immediately deleted from Facebook’s servers.

True
False

26. When third-party software used by a Facebook friend tries to access a user’s information, the user should have to authorize that access.

Strongly Disagree Disagree Neutral Agree Strongly Agree

27. If, while logged in to Facebook, a user accesses other websites, Facebook should be able to gather information about that internet activity.

Strongly Disagree Disagree Neutral Agree Strongly Agree

28. Individual users’ Facebook pages should be accessible via public search engines.

Strongly Disagree Disagree Neutral Agree Strongly Agree

29. Facebook can share user information with advertisers. This gives advertisers the ability to target their ads towards individuals likely to buy their products. In your opinion, how ethical is this practice?

Measured on a scale: Completely Unethical 2 3 4 5 6 Completely Ethical

30. When accessing a third-party Page through Facebook, the owner of that page can gather information about the users accessing the Page. In your opinion, how ethical is this practice?

Measured on a scale: Completely Unethical 2 3 4 5 6 Completely Ethical

The following section of this survey is concerned with the Intellectual Property rights of Facebook users. Intellectual property is anything that exists because of your creativity. Things like photos, videos, reports about family news (such as birth or graduation announcements) and even simple posts are considered intellectual property.

31. Facebook users retain full ownership of all information they post on Facebook.

True
False

32. Facebook should be allowed to use intellectual property (such as photos and videos) posted by its users for business purposes.

Strongly Disagree Disagree Neutral Agree Strongly Agree

33. Facebook can authorize other organizations/individuals to make use of intellectual property posted by users.

True
False

34. User A “Likes” the Facebook Page for a local restaurant. That restaurant can pay Facebook to send advertisements for the restaurant to User A’s friends. In your opinion how ethical is this practice?

Measured on a scale: Completely Ethical 2 3 4 5 6 Completely Unethical

35. When users post positive comments about third-parties on Facebook, those third-parties can pay Facebook to place those posts in the highly-visible Sponsored Stories section. In your opinion how ethical is this practice?

Measured on a scale: Completely Ethical 2 3 4 5 6 Completely Unethical

36. Assume Facebook User A writes a series of catch-phrases about a fast food franchise and posts them on their Facebook page. These catch-phrases become extremely popular, and the restaurant chain wants to use them in a new advertising campaign. Who will the food company be legally obligated to pay for the rights to the catch-phrases? (Check all you believe to be true)

Facebook
User A
No One

37. In your opinion, who should the fast food company have to pay?

Facebook
User A
No One

The final survey section focuses on the process by which Facebook changes, and communicates those changes to users. Please answer these questions to the best of your knowledge.

38. Facebook should consider recommendations from users concerning the site's functionality.

Strongly Disagree Disagree Neutral Agree Strongly Agree

39. Facebook should publicly inform all users of changes to site policies and/or functions.

Strongly Disagree Disagree Neutral Agree Strongly Agree

40. How many Facebook users must comment on a proposed change to the site to initiate a site wide vote on the changes?

If you are unsure, provide an estimation: (open numerical response)

41. In your opinion, how effective are Facebook's efforts to keep users aware of changes to the site's policies?

Measuring effectiveness on a scale: Completely Ineffective 2 3 4 5 6 Completely Effective

42. Assume Facebook proposes a new policy. This policy inspires protests that gather the support of one million Facebook users. How obligated is Facebook to reconsider the policy?

Measuring obligation on a scale: Fully Obligated 2 3 4 5 6 Not Obligated At All

43. In your opinion, what percentage of Facebook users should have to support a user suggested change to the site before Facebook ought to be bound to enact that change:

- 10%
- 20%
- 30%
- 40%
- 50%
- 60%
- 70%
- 80%
- 90%

Facebook should never be bound to implement user suggested changes

44. How many users do you believe would be required to meet the percentage requirement you set in the last question?

If you are unsure, provide an estimation: (open numerical response)

45. How old are you?

- 18-21
- 22-25
- 26-30
- 31-40

41-50
51-60
61+

46. What is the highest level of education you have completed?

Less than High School

High School/GED

Some college

2-year college degree (associates)

4-year college degree (BA/BS)

Master's Degree

Doctoral Degree

Professional Degree (MD, JD)

APPENDIX II: THE FACEBOOK PRINCIPLES

We are building Facebook to make the world more open and transparent, which we believe will create greater understanding and connection. Facebook promotes openness and transparency by giving individuals greater power to share and connect, and certain principles guide Facebook in pursuing these goals. Achieving these principles should be constrained only by limitations of law, technology, and evolving social norms. We therefore establish these Principles as the foundation of the rights and responsibilities of those within the Facebook Service.

1. Freedom to Share and Connect

People should have the freedom to share whatever information they want, in any medium and any format, and have the right to connect online with anyone - any person, organization or service - as long as they both consent to the connection.

2. Ownership and Control of Information

People should own their information. They should have the freedom to share it with anyone they want and take it with them anywhere they want, including removing it from the Facebook Service. People should have the freedom to decide with whom they will share their information, and to set privacy controls to protect those choices. Those controls, however, are not capable of limiting how those who have received information may use it, particularly outside the Facebook Service.

3. Free Flow of Information

People should have the freedom to access all of the information made available to them by others. People should also have practical tools that make it easy, quick, and efficient to share and access this information.

4. Fundamental Equality

Every Person - whether individual, advertiser, developer, organization, or other entity - should have representation and access to distribution and information within the Facebook Service, regardless of the Person's primary activity. There should be a single set of principles, rights, and responsibilities that should apply to all People using the Facebook Service.

5. Social Value

People should have the freedom to build trust and reputation through their identity and connections, and should not have their presence on the Facebook Service removed for reasons other than those described in Facebook's Statement of Rights and Responsibilities.

6. Open Platforms and Standards

People should have programmatic interfaces for sharing and accessing the information available to them. The specifications for these interfaces should be published and made available and accessible to everyone.

7. Fundamental Service

People should be able to use Facebook for free to establish a presence, connect with others, and share information with them. Every Person should be able to use the Facebook Service regardless of his or her level of participation or contribution.

8. Common Welfare

The rights and responsibilities of Facebook and the People that use it should be described in a Statement of Rights and Responsibilities, which should not be inconsistent with these Principles.

9. Transparent Process

Facebook should publicly make available information about its purpose, plans, policies, and operations. Facebook should have a town hall process of notice and comment and a system of voting to encourage input and discourse on amendments to these Principles or to the Rights and Responsibilities.

10. One World

The Facebook Service should transcend geographic and national boundaries and be available to everyone in the world.

APPENDIX III: STATEMENT OF RIGHTS AND RESPONSIBILITIES

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: April 26, 2011.

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities (Statement) derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings. In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, read our Privacy Policy and Platform Page.)

4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).

5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. **Safety**

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will follow our Promotions Guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on Facebook.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
12. You will not facilitate or encourage any violations of this Statement.

4. **Registration and Account Security**

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of

your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal profile.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.
10. If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement.
3. We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written

permission.

7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.

8. You will not post anyone's identification documents or sensitive financial information on Facebook.

9. You will not tag users or send email invitations to non-users without their consent.

6. Mobile

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.

2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

3. You provide all rights necessary to enable users to sync (including through an application) their contact lists with any basic information and contact information that is visible to them on Facebook, as well as your name and profile picture.

7. Payments and Deals

1. If you make a payment on Facebook or use Facebook Credits, you agree to our Payments Terms.

2. If purchase a Deal, you agree to our Deals Terms.

3. If you provide a Deal or partner with us to provide a Deal, you agree to the Merchant Deal Terms in addition to any other agreements you may have with us.

8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.

2. You give us permission to use and allow others to use such links and content on Facebook.

3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.

9. **Special Provisions Applicable to Developers/Operators of Applications and Websites**

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Facebook Platform Policies](#) and our Advertising Guidelines.
2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data and you will include your privacy policy URL in the Developer Application.
 3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
 4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
 5. You will not include data you receive from us concerning a user in any advertising creative.
 6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
 7. You will not sell user data. If you are acquired by or merge with a third party, you can continue to use user data within your application, but you cannot transfer user data outside of your application.
 8. We can require you to delete user data if you use it in a way that we determine is inconsistent with users' expectations.
 9. We can limit your access to data.
 10. You will comply with all other restrictions contained in our Facebook Platform Policies.
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.

7. You will not show third party ads or web search boxes on Facebook.
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Facebook Platform Policies.
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act (VPPA), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

10. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your privacy settings to limit how your name and profile picture may be associated with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.

2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. **Special Provisions Applicable to Advertisers**

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal (Order):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
3. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
4. Your ads will comply with our Advertising Guidelines.
5. We will determine the size, placement, and positioning of your ads.
6. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
7. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems to detect and filter certain suspicious activity, learn more here.
8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for those ads.
9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
10. We can use your ads and related content and information for marketing or promotional purposes.
11. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
12. We may reject or remove any ad for any reason.
13. If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

1. You warrant that you have the legal authority to bind the advertiser to this Statement.
2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

12. **Special Provisions Applicable to Pages**

If you create or administer a Page on Facebook, you agree to our Pages Terms.

13. **Amendments**

1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment. To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and become a fan.
2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.
3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.

14. **Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 14-18.

15. **Disputes**

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on

Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

16. **Special Provisions Applicable to Users Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
3. Certain specific terms that apply only for German users are available here.

17. **Definitions**

1. By Facebook we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social

plugins such as the like button, the share button and other similar offerings and (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.

2. By Platform we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.

3. By information we mean facts and other information about you, including actions you take.

4. By content we mean anything you post on Facebook that would not be included in the definition of information.

5. By data we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.

6. By post we mean post on Facebook or otherwise make available to us (such as by using an application).

7. By use we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

8. By active registered user we mean a user who has logged into Facebook at least once in the previous 30 days.

9. By application we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

18. Other

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to “us,” “we,” and “our” mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.

2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.

3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

4. If we fail to enforce any of this Statement, it will not be considered a waiver.

5. Any amendment to or waiver of this Statement must be made in writing and signed by us.

6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.

7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

8. Nothing in this Statement shall prevent us from complying with the law.
9. This Statement does not confer any third party beneficiary rights.
10. You will comply with all applicable laws when using or accessing Facebook.

APPENDIX IV: DATA USE POLICY

Date of Last Revision: September 23, 2011

I. Information we receive and how it is used

Information we receive about you

We receive a number of different types of information about you, including:

Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

- **Registration information:** When you sign up for Facebook, you are required to provide your name, email address, birthday, and gender.
- **Information you choose to share:** Your information also includes the information you choose to share on Facebook, such as when you post a status update, upload a photo, or comment on a friend's post.

It also includes the information you choose to share when you take an action, such as when you add a friend, like a Page or a website, tag a place in your post, find friends using our contact importers, or indicate you are in a relationship.

🔔 Your name, profile picture, networks, username and User ID are treated just like information you choose to make public.

🔔 Your birthday allows us to do things like show you age-appropriate content and advertisements.

Information others share about you

We receive information about you from your friends, such as when they tag you in a photo or at a location, or add you to a group.

We may also receive information about you from the games, applications, and websites you use, but only when you have given them permission. If you have given a game, application, or website permission to post information on your Wall, you can remove it from your "Apps you use" setting.

Other information we receive about you

We also receive other types of information about you:

- We receive data about you whenever you interact with Facebook, such as when you look at another person's profile, send someone a message, search for a friend or a Page, click on an ad, or purchase Facebook Credits.
- When you post things like photos or videos on Facebook, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- We receive data from the computer, mobile phone or other device you use to access Facebook. This may include your IP address, location, the type of browser you use, or the pages you visit. For example, we may get your GPS location so we can tell you if any of your friends are nearby.
- We receive data whenever you visit a game, application, or website that uses Facebook Platform or visit a site with a Facebook feature (such as a social plugin). This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to Facebook, your User ID.
- Sometimes we get data from our advertising partners, customers and other third parties that helps us (or them) deliver ads, understand online activity, and generally make Facebook better.

For example, an advertiser may tell us how you responded to an ad on Facebook or on another site in order to measure the effectiveness of - and improve the quality of - those ads.

We also put together data from the information we already have about you and your friends. For example, we may put together data about you to determine which friends we should show you in your News Feed or suggest you tag in the photos you post. We may put together your current city with GPS and other location information we have about you to, for example, tell you and your friends about people or events nearby, or offer deals to you that you might be interested in. We may also put together data about you to serve you ads that might be more relevant to you.



When we get your GPS location, we put it together with other location information we have about you (like your current city). But we only keep it until it is no longer useful to provide you services.



We only provide data to our advertising partners or customers after we have removed your name or any other personally identifying information from it, or have combined it with other people's data in a way that it is no longer associated with you. Similarly, when we receive data about you from our advertising partners or customers, we keep the data for 180 days. After that, we combine the data with other people's data in a way that it is no longer associated with you.

Public information

When we use the phrase “public information” (which we sometimes refer to as “Everyone information”), we mean the information you choose to make public, as well as information that is always publicly available.

Information you choose to make public

Choosing to make your information public is exactly what it sounds like: **anyone**, including people off of Facebook, will be able to see it.

Choosing to make your information public also means that this information:

- can be associated with you (i.e., your name, profile picture, Facebook profile, User ID, etc.) even off Facebook
- can show up when someone does a search on Facebook or on a public search engine
- will be accessible to the games, applications, and websites you and your friends use
- will be accessible to anyone who uses our APIs such as our Graph API.



Sometimes you will not be able to select an audience when you post something (like when you write on a Page's wall or comment on a news article that uses our comments plugin). This is because some types of posts are always public posts. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.



When others share information about you, they can also choose to make it public.

Information that is always publicly available

The types of information listed below are always publicly available, and are treated just like information you decided to make public.

- **Name:** This helps your friends and family find you. If you are uncomfortable sharing your real name, you can always deactivate or delete your account.
- **Profile Pictures:** This helps your friends and family recognize you. If you are uncomfortable making your profile picture public, you can always delete it by hovering over your photo and

clicking “Change Picture.”

- **Network:** This helps you see whom you will be sharing information with before you choose “Friends and Networks” as a custom audience. If you are uncomfortable making your network public, you can leave the network.
- **Username and User ID:** These allow you to give out a custom link to your profile or Page, receive email at your Facebook email address, and help make Facebook Platform possible.

Usernames and User IDs

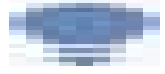
A Username (or Facebook URL) is a custom link to your profile that you can give out to people or post on external websites. If you have selected a username, it will always appear in the URL on your profile page. If you have not selected a username, then the URL on your profile page will contain your User ID, which is what we use to identify your Facebook account.

If someone has your Username or User ID, they can use it to access information about you through the facebook.com website. For example, if someone has your Username, they can type facebook.com/Username into their browser and see your public information as well as anything else you’ve let them see. Similarly, someone with your Username or User ID can access information about you through our APIs, such as our Graph API. Specifically, they can access your public information, along with your age range, locale (or language) and gender.

If you do not want your information to be accessible through our APIs, you can turn off all Platform applications from your Privacy Settings. If you turn off Platform you will no longer be able to use any games or other applications.



If you want to see information available about you through our Graph API, just type [https://graph.facebook.com/\[User ID or Username\]?metadata=1](https://graph.facebook.com/[User ID or Username]?metadata=1) into your browser.



When you sign up for a Facebook email address, you will first have to select a public username. Your email address will include your public username like so: username@facebook.com. You can control who can send you messages using your “How You Connect” settings.

How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, the advertisers that purchase ads on the site, and the developers that build the games, applications, and websites you use. For example, we may use the information we receive about you:

- as part of our efforts to keep Facebook safe and secure;
- to provide you with location features and services, like telling you and your friends when something is going on nearby;
- to measure or understand the effectiveness of ads you and others see;
- to make suggestions to you and other users on Facebook, such as: suggesting that your friend use our contact importer because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture they have uploaded with you in it.

Granting us this permission not only allows us to provide Facebook as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.

While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don’t share information we receive about

you with others unless we have:

- received your permission;
- given you notice, such as by telling you about it in this policy; or
- removed your name or any other personally identifying information from it.



We are able to suggest that your friend tag you in a picture by comparing your friend's pictures to information we've put together from the photos you've been tagged in. You can control whether we suggest that another user tag you in a photo using the "How Tags work" settings.

Deleting and deactivating your account

If you want to stop using your account, you can either **deactivate** or **delete** it.

Deactivate

Deactivating your account puts your account on hold. Other users will no longer see your profile, but we do not delete any of your information. Deactivating an account is the same as you telling us not to delete any information because you might want to reactivate your account at some point in the future. You can deactivate your account at: <https://www.facebook.com/editaccount.php>

Deletion

When you delete an account, it is permanently deleted from Facebook. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 90 days. You should only delete your account if you are sure you never want to reactivate it. You can delete your account at: https://www.facebook.com/help/contact.php?show_form=delete_account

II. Sharing and finding you on Facebook

Control each time you post

Whenever you post content (like a status update, photo or check-in), you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.



Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.



Choose this icon if you want to share with your Facebook **Friends**.

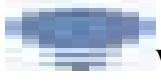


Choose this icon if you want to **Customize** your audience. You can also use this to hide your post from specific people.

If you do not make a selection, your information will be shared with the last audience you selected. If you want to change your selection later you can do that too on your profile.

If you tag someone, that person and their friends can see your post no matter what audience you selected. The same is true when you approve a tag someone else adds to your post.

Always think before you post. Just like anything else you post on the web or send in an email, information you share on Facebook can be copied or re-shared by anyone who can see it.



When you comment on or "like" someone else's post, or write on their Wall, that person gets to select the audience.



You can control who can see the Facebook Pages you've "liked" by visiting your profile and clicking "Edit Profile."



Sometimes you will not see a sharing icon when you post something (like when you write on a Page’s wall or comment on a news article that uses our comments plugin). This is because some types of posts are always public posts. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

Control over your profile

Whenever you add things to your profile you can select a specific audience, or even customize your audience. To do this, simply click on the sharing icon and choose who can see it.



Choose this icon if you want to make something **Public**. Choosing to make something public is exactly what it sounds like. It means that anyone, including people off of Facebook, will be able to see or access it.



Choose this icon if you want to share with your Facebook **Friends**.



Choose this icon if you want to **Customize** your audience. You can also use this to hide the item on your profile from specific people.

When you select an audience for your friend list, you are only controlling who can see it on your profile. We call this a profile visibility control. This is because your friend list is always available to the games, applications and websites you use, and your friendships may be visible elsewhere (such as on your friends’ profiles or in searches). For example, if you select “Only Me” as the audience for your friend list, but your friend sets her friend list to “Public,” anyone will be able to see your connection on your friend’s profile.

Similarly, if you choose to hide your gender, it only hides it on your profile. This is because we, just like the applications you and your friends use, need to use your gender to refer to you properly on the site.

When someone tags you in a post (such as a photo, status update or check-in), you can choose whether you want that post to appear on your profile. You can either approve each post individually or approve all posts by your friends. If you approve a post and later change your mind, you can remove it from your profile.



To make it easier for your friends to find you, we allow anyone with your contact information (such as your email address or mobile number), to find you through Facebook search, as well as other tools we provide, such as contact importers.



If you share your contact information (such as your email address or mobile number) with your friends, they may be able to use third party applications to sync that information with other address books, including ones on their mobile phones.



Some things (like your name and profile picture) do not have sharing icons because they are always publicly available. As a general rule, you should assume that if you do not see a sharing icon, the information will be publicly available.

What your friends share about you

Tags

A tag is a link to your profile. For example, if you are tagged in a post (such as a photo or a status update), that post will contain a link to your profile. If someone clicks on the link, they will see your

public information and anything else you let them see.

Anyone can tag you in anything. Once you are tagged in a post, you and your friends will be able to see it. For example, your friends may be able to see the post in their News Feed or when they search for you. It may also appear on your profile.

You can choose whether a post you've been tagged in appears on your profile. You can either approve each post individually or approve all posts by your friends. If you approve a post and later change your mind, you can always remove it from your profile.

If you do not want someone to tag you in their posts, we encourage you to reach out to them and give them that feedback. If that does not work, you can block them. This will prevent them from tagging you going forward.



If you are tagged in a private space (such as a message or a group) only the people who can see the private space can see the tag. Similarly, if you are tagged in a comment, only the people who can see the comment can see the tag.

Groups

Your friends can add you to the Groups they are in. You can always leave a Group, which will prevent others from adding you to it again.

About Pages

Facebook Pages are public pages. Companies use Pages to share information about their products. Celebrities use Pages to talk about their latest projects. And communities use pages to discuss topics of interest, everything from baseball to the opera.

Because Pages are public, information you share with a Page is public information. This means, for example, that if you post a comment on a Page, that comment can be used by the Page owner off of Facebook, and anyone can see it.

When you "like" a Page, you create a connection to that Page. That connection is added to your profile and your friends may see it in their News Feeds. You may also receive updates from the Page in your News Feed and your messages. You can remove the Pages you've "liked" from your profile.

Some Pages contain content that comes directly from the Page owner. Page owners can do this through online plugins, such as an iframe, and it works just like the games and other applications you use through Facebook. Because this content comes directly from the Page owner, that Page may be able to collect information about you, just like any website.

III. Sharing with other websites and applications

About Facebook Platform

Facebook Platform (or simply Platform) refers to the way we help you share your information with the games, applications, and websites you and your friends use. Facebook Platform also lets you bring your friends with you, so you can connect with them off of Facebook. In these two ways, Facebook Platform helps you make your experiences on the web more personalized and social.

Remember that these games, applications and websites are created and maintained by other businesses and developers who are not part of Facebook, so you should always make sure to read their terms of service and privacy policies.

Controlling what information you share with applications

When you go to a game or application, or connect with a website using Facebook Platform, we give the game, application, or website (sometimes referred to as just "Applications" or "Apps") your User ID, as well your friends' User IDs (or your friend list).

Your friend list helps the application make your experience more social because it lets you find your friends on that application. Your User ID helps the application personalize your experience because it can connect your account on that application with your Facebook account, and it can access your public information. This includes the information you choose to make public, as well as information that is

always publicly available. If the application needs additional information, it will have to ask you for specific permission.

The “Apps you use” setting lets you control the applications you use. You can see the permissions you have given these applications, as well as the last time an application accessed your information. You can also remove applications you no longer want, or turn off all Platform applications. When you turn all Platform applications off, your User ID is no longer given to applications, even when your friends use those applications. But you will no longer be able to use any games, applications or websites through Facebook.



Applications also get your age range, locale, and gender when you and your friends visit them. Age range (e.g., 18-21) lets applications provide you with age-appropriate content. Locale (e.g., en-US) lets applications know what language you speak. Gender lets applications refer to you correctly. If you do not want applications to receive this information about you, you can turn off all Facebook applications using your Privacy Settings.



Sometimes a game console, mobile phone, or other device might ask for permission to share specific information with the games and applications you use on that device (such as your public information). If you say okay, those applications will not be able to access any other information about you without asking specific permission from you or your friends.



Instant Personalization sites receive your User ID and friend list when you visit them.

Controlling what is shared when the people you share with use applications

Just like when you share information by email or elsewhere on the web, information you share on Facebook can be re-shared. This means that if you share something on Facebook, anyone who can see it can share it with others, including the games, applications, and websites they use.

Your friends and the other people you share information with often want to share your information with applications to make their experiences on those application more personalized and social. For example, one of your friends might want to use a music application that allows them to see what their friends are listening to. To get the full benefit of that application, your friend would want to give the application her friend list – which includes your User ID – so the application knows which of her friends is also using it. Your friend might also want to share the music you “like” on Facebook. If you have made that information public, then the application can access it just like anyone else. But if you’ve shared your likes with just your friends, the application could ask your friend for permission to share them.

You can control most of the information other people can share with applications from the “Apps and Websites” settings page. But these controls do not let you limit access to your public information and friend list.

If you want to completely block applications from getting your information, you will need to turn off all Platform applications. This means that you will no longer be able to use any games, applications or websites.



If an application asks permission from someone else to access your information, the application will be allowed to use that information only in connection with the person that gave the permission and no one else.

Logging in to another site using Facebook

Facebook Platform also lets you log into other applications and websites using your Facebook account. When you log in using Facebook, we give the site your User ID, but we do not share your email address or password with that website.

If you already have an account on that website, the site may also be able to connect that account with your Facebook account. Sometimes it does this using what is called an “email hash”, which is similar to searching for someone on Facebook using an email address. Only the email addresses in this case are encrypted so no email addresses are actually shared between Facebook and the website.

How it works

The website sends over an encrypted version of your email address, and we match it with a database of email addresses that we have also encrypted. If there is a match, then we tell the website the User ID associated with the email address. This way, when you log into the website using Facebook, the website can link your Facebook account to your account on that website.

About social plugins

Social plugins are buttons, boxes, and stories (such as the Like button) that other websites can use to present Facebook content to you and create more social and personal experiences for you. While you view these buttons, boxes, and stories on other sites, the content comes directly from Facebook.

If you make something public using a plugin, such as posting a public comment on a newspaper’s website, then that website can access your comment (along with your User ID) just like everyone else.



Websites that use social plugins can sometimes tell that you have engaged with the social plugin. For example, they may know that you clicked on a Like button in a social plugin.



We receive data when you visit a site with a social plugin. We keep this data for 90 days. After that, we remove your name or any other personally identifying information from the data, or combine it with other people’s data in a way that it is no longer associated with you.

About instant personalization

Instant personalization is a way for Facebook to help partner sites (such as Bing and Rotten Tomatoes) create a more personalized and social experience than a social plugin can offer. When you visit a site using instant personalization, it will know some information about you and your friends the moment you arrive. This is because instant personalization sites can access your User ID, your friend list, and your public information.

The first time you visit an instant personalization site, you will see a notification letting you know that the site has partnered with Facebook to provide a personalized experience.

The notification will give you the ability to disable or turn off instant personalization for that site. If you do that, that site is required to delete all of the information about you it received from Facebook. In addition, we will prevent that site from accessing your information in the future, even when your friends use that site.

If you decide that you do not want to experience instant personalization for all partner sites, you can disable instant personalization from the “Apps and Websites” settings page.

If you turn off instant personalization, partner sites will not be able to access your public information, even when your friends visit those sites.



If you turn off an instant personalization site after you have been using it or visited it a few times (or after you have given it specific permission to access your data), it will not automatically delete your data. But the site is contractually required to delete your data if you ask it to.

How it works

To join the instant personalization program, a potential partner must enter into an agreement with us designed to protect your privacy. For example, this agreement requires that the partner delete your data if you turn off instant personalization when you first visit the site. It also prevents the partner from accessing any information about you until you or your friends visit its site.

Instant personalization partners sometimes use an email hash process to see if any of their users are on Facebook and get those users' User IDs. This process is similar to searching for someone on Facebook using an email address, except in this case the email addresses are encrypted so no actual email addresses are exchanged. The partner is also contractually required not to use your User ID for any purpose (other than associating it with your account) until you or your friends visit the site.

When you visit an instant personalization site, we provide the site with your User ID and your friend list (as well as your age range, locale, and gender). The site can then connect your account on that site with your friends' accounts to make the site instantly social. The site can also access public information associated with any of the User IDs it receives, which it can use to make the site instantly personalized. For example, if the site is a music site, it can access your music interests to suggest songs you may like, and access your friends' music interests to let you know what they are listening to. Of course it can only access you or your friends' music interests if they are public. If the site wants any additional information, it will have to get your specific permission.

Public search engines

Your Public Search setting controls whether people who enter your name on a public search engine may see your public profile (including in sponsored results). You can find your Public Search setting on the "Apps and Websites" settings page. You can preview your public profile at:

[http://www.facebook.com/\[Your Username or UserID\]?p](http://www.facebook.com/[Your Username or UserID]?p)



This setting does not apply to search engines that access your information as an application using Facebook Platform.



If you turn your public search setting off and then search for yourself on a public search engine, you may still see a preview of your profile. This is because some search engines cache information for a period of time. You can learn more about how to request a search engine to remove you from cached information at: <https://www.facebook.com/help/?faq=13323>

IV. How Advertising Works

Personalized ads

We do not share any of your information with advertisers (unless, of course, you give us permission). When an advertiser creates an ad on Facebook, they are given the opportunity to choose their audience by location, demographics, likes, keywords, and any other information we receive or can tell about you and other users. For example, an advertiser can choose to target 18 to 35 year-old women who live in the United States and like basketball.

Try this tool yourself to see one of the ways advertisers target ads and what information they see at:

<https://www.facebook.com/ads/create/>

If the advertiser chooses to run the ad (also known as placing the order), we serve the ad to people who meet the criteria the advertiser selected, but we do not tell the advertiser who any of those people are. So, for example, if a person clicks on the ad, the advertiser might infer that the person is an 18-to-35-year-old woman who lives in the US and likes basketball. But we would not tell the advertiser who that person is.

After the ad runs, we provide advertisers with reports on how their ads performed. For example we give advertisers reports telling them how many users saw or clicked on their ads. But these reports are anonymous. We do not tell advertisers who saw or clicked on their ads.



Advertisers sometimes place cookies on your computer in order to make their ads more effective. Learn more at: http://www.networkadvertising.org/managing/opt_out.asp



Sometimes we allow advertisers to target a category of user, like a “moviegoer” or a “sci-fi fan.” We do this by bundling characteristics that we believe are related to the category. For example, if a person “likes” the “Star Trek” Page and mentions “Star Wars” when they check into a movie theater, we may conclude that this person is likely to be a sci-fi fan.

Ads + social context

Facebook Ads are sometimes paired with social actions your friends have taken. For example, an ad for a sushi restaurant may be paired with a news story that one of your friends likes that restaurant’s Facebook page.

This is the same type of news story that could show up in your News Feed, only we place it next to a paid advertisement to make that ad more relevant and interesting.

When you show up in one of these news stories, we will only pair it with ads shown to your friends. If you do not want to appear in stories paired with Facebook Ads, you can opt out using your “Edit social ads” setting.



Learn what happens when you click “Like” on an advertisement or an advertiser’s Facebook Page at: <https://www.facebook.com/help/?faq=19399>



We may serve ads with social context (or serve just social context) on other sites. These work just like the ads we serve on Facebook - the advertisers do not receive any of your information.



We sometimes allow businesses or anyone else to sponsor stories like the ones that show up in your News Feed, subject to the audience set for that story. While these are sponsored, they are different from ads because they don’t contain a message from the person that sponsored them. Your friends will see these stories even if you have opted out of the “Show my social actions in Facebook Ads” setting



Your “Show my social actions in Facebook Ads” setting does not control ads about Facebook’s services and features.



Games, applications and websites can serve ads directly to you if they have your User ID.

Sponsored stories

Many of the things you do on Facebook (like “liking” a Page) are posted to your Wall and shared in News Feed. But there’s a lot to read in News Feed. That’s why we allow people to “sponsor” your stories to make sure your friends see them. For example, if you RSVP to an event hosted by a local restaurant, that restaurant may want to make sure your friends see it so they can come too. If they do sponsor a story, that story will appear in the same place ads usually do under the heading “Sponsored Stories” or something similar. Only people that could originally see the story can see the sponsored story, and no personal information about you (or your friends) is shared with the sponsor.

Featured content

We like to tell you about some of the features your friends use on Facebook to help you have a better experience. For example, if your friend uses our friend finder tool to find more friends on Facebook, we may tell you about it to encourage you to use it as well. This of course means your friend may similarly see suggestions based on the things you do. But we will try to only show it to friends that could benefit from your experience.

V. Minors and safety

We take safety issues very seriously, especially with children, and we encourage parents to teach their

children about safe internet practices. To learn more, visit our Safety Center.

To protect minors, we may put special safeguards in place (such as placing restrictions on the ability of adults to share and connect with them), recognizing this may provide minors a more limited experience on Facebook.

VI. Some other things you need to know

Safe harbor

Facebook complies with the EU Safe Harbor framework as set forth by the Department of Commerce regarding the collection, use, and retention of data from the European Union. As part of our participation in the Safe Harbor, we agree to resolve all disputes you have with us in connection with our policies and practices through TRUSTe. To view our certification, visit the U.S. Department of Commerce's Safe Harbor website at: <https://safeharbor.export.gov/list.aspx>

Responding to legal requests and preventing harm

We may share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards. We may also share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves and you from violations of our Statement of Rights and Responsibilities; and to prevent death or imminent bodily harm.

Access requests

We provide initial responses to access requests within a reasonable period of time, typically within thirty days. You can also download a copy of everything you've put into Facebook by visiting your "Account Settings" and clicking on "Download a copy of your Facebook data".

Notifications and Other Messages

We may send you notifications and other messages using the contact information we have for you, like your email address. You can control most of the notifications you receive, including ones from Pages you like and applications you use, using your "Notifications" settings.

Friend finder

We offer tools to help you upload your friends' contact information so that you can find your friends on Facebook, and invite friends who do not use Facebook to join. If you do not want us to store this information, visit this help page at: https://www.facebook.com/contact_importer/remove_uploads.php If you give us your password, we will delete it after you upload your friends' contact information.

Invitations

When you invite a friend to join Facebook, we send a message on your behalf using your name, and up to two reminders. We may also include names and pictures of other people your friend might know on Facebook. The invitation will also give your friend the opportunity to opt out of receiving other invitations to join Facebook.

Memorializing accounts

We may memorialize the account of a deceased person. When we memorialize an account we keep the profile on Facebook, but only let friends and family look at pictures or write on the user's Wall in remembrance. You can report a deceased person's profile at:

https://www.facebook.com/help/contact.php?show_form=deceased

We also may close an account if we receive a formal request from the person's next of kin.

Cookies

Cookies are small pieces of data that we store on your computer, mobile phone or other device to make Facebook easier to use, make our advertising better, and to protect you (and Facebook). For example, we may use them to know you are logged in to Facebook, to help you use social plugins and share

buttons, or to know when you are interacting with our advertising or Platform partners. We may also ask advertisers to serve ads to computers, mobile phones or other devices with a cookie placed by Facebook (although we would not share any other information with that advertiser). Most companies on the web use cookies (or similar technological methods), including our advertising and Platform partners. You can always remove or block cookies (such as by using the settings in your browser), but it may affect your ability to use Facebook. Learn more at:

<https://www.facebook.com/help/?page=176591669064814>

Service Providers

We give your information to the people and companies that help us provide the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, or provide search results. In some cases we provide the service jointly with another company, such as the Facebook Marketplace. In all of these cases our partners must agree to only use your information consistent with the agreement we enter into with them, as well as this privacy policy.

Security

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the Facebook Security Page.

Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service. But they will still have to honor the commitments we have made in this privacy policy.

Notice of Changes

If we make changes to this Privacy Policy we will notify you by publication here and on the Facebook Site Governance Page. If the changes are material, we will provide you additional, prominent notice as appropriate under the circumstances. You can make sure that you receive notice directly by liking the Facebook Site Governance Page.

Opportunity to comment and vote

Unless we make a change for legal or administrative reasons, or to correct an inaccurate statement, we will give you seven (7) days to provide us with comments on the change. If we receive more than 7000 comments concerning a particular change, we will put the change up for a vote. The vote will be binding on us if more than 30% of all active registered users as of the date of the notice vote.

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RESUME

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Education

2010 – 2012 Master of Arts in Communication Studies
Marshall University
1 John Marshall Drive
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Current GPA: 4.0
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2006 – 2010 Bachelor of Arts in Philosophy
Bradley University.
1501 West Bradley Avenue
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GPA: 3.39

2002 – 2006 - Albany R-III High School
101 West Jefferson Street
Albany, MO 64402

Accomplishments

- Member: Golden Key Honor Society
- Member: Phi Kappa Phi Honor Society
- President of the 2010 American Forensics Association National Championship Team in Individual Events
- Nationally successful individual forensics career including 8 National out-rounds in limited preparation events and 3 in public address events
- Publications: Authors of Tomorrow (2007), Authors of Tomorrow (2008), New Wine Literary Magazine (2006)
- Semi-Finalist Toyota Community Leaders Scholarship (2006)
- High School Salutatorian

Work Experience

- 2010 – 2012: Marshall University – Graduate Teaching Assistant and Forensics Coach
- 2010 – 2011 (Holiday and Summer Work only): Game Stop – Game Advisor
- 2007, 2008, 2009 – Bradley University Summer Forensics Institute – Counselor and Assistant Coach in Limited Preparation
- 2008, 2009: Northwestern University National High School Institute – Counselor and Assistant Coach in Limited Preparation and Debate
- 2006-2007: The Bradley Fund – Caller
- 2004-2006: Albany Aquatic Center - Lifeguard

References Available Upon Request