



# Online Community Management Guidelines

By: **Terrance Barkan CAE** | SOCIALSTRAT

## CHECKLIST & EXAMPLES

**Updated for 2011**

*SOCIALSTRAT is a leading independent provider of professional advisory services on the subject of Social Media Strategy Development.*

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By: Terrance Barkan CAE | SOCIALSTRAT llc

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## The Social Media Checklist

Social media is such a new and fast changing way for associations to serve their members that it can be difficult to know where to start or to be sure if you are doing the right things.

We have developed this checklist as an easy way to get started and to gauge if you have covered the essential elements for your organization.

- Have you determined why you are using social media and what you want it to do for your audience(s) and your organization?
- Have you defined how you are going to measure what “success” looks like?
- Have you developed a written social media strategy (that includes: what you want to achieve, who your audiences are, how you will implement social media campaigns and how you will measure the results)?
- Have you identified a specific, named individual that is responsible for how social media is implemented in the organization?
- Have you developed social media use policies for your staff, your volunteers, your members, and your community users? What about HR and management?
- Has Legal Counsel been consulted and has Legal Counsel reviewed and approved your social media policies?
- Have you dedicated the necessary resources (tools, time and people) to properly implement your strategy?
- Do you have a structure and process for reporting on progress that allows you to regularly evaluate the success of your plan?
- Have you trained your team so that they understand the strategy, the policies and what role they each play in the implementation of your social media strategy?

We hope that this checklist and the rest of the information in this document help you to make sense of the fast changing environment of social media.

## Social Media Policies

Social media policies are critical in order to protect your organization's brand, intellectual property, staff and your social media community users' experience. When crafting your social media policies, it helps to consider the varying levels of responsibility that different categories of users represent. These include:

**Online community users / visitors** – Your social media environment and communities most likely will be comprised of staff, members, customers, vendors and visitors. In order to protect the quality of the online experience of your stakeholders, as well as to protect your organization's brand and reputation, you need to have clear minimum guidelines on acceptable behavior in your various social media communities that apply to all users.

**All Staff** – Your staff have unique responsibilities in relation to your organization. In today's environment, the delineation between what is private and what is work related is blurred, if not completely obscured. It is important for the protection of the organization as well as for staff that the boundaries between what is private versus what is acceptable professional use of social media are defined.

**Staff with Social Media Responsibilities** – If you have staff that are expected to use social media as part of their role and responsibilities in the organization, they have a special need to be aware of how to use social media properly. Your organization needs to define the boundaries of what information, tools, content and communication belongs to the organization (including online profiles) and what remains the property of staff as private citizens.

**Human Resource (HR) and Management** – Anyone in the organization that is directly involved in the recruitment, vetting, hiring, managing or dismissal of staff has special responsibilities when it comes to using social media. There are a host of potential legal issues you must protect against, especially in the employment context. This applies not just to HR, but to anyone in a management capacity if you are to avoid serious legal surprises.

When it comes to developing social media use policies, there is no "one size fits all" template. You will need to craft social media policies that meet your particular needs; depending on how much or how little control you feel you need, how sensitive the content in your online community discussion, the culture of your organization, and your appetite (or tolerance) for risk.

## Purpose of the Community

By clearly understanding and stating the purpose of your community you are able to set expectations that will help keep your strategy on track. Many cases of misuse or abuse of an online community arise from the lack of a clear understanding and acceptance of the primary purpose of the community.

For example, when the primary purpose of the community is non-commercial in nature and certain users post commercial, marketing and sales oriented content, it can create a negative impression for many of the other members. The same is true when users submit irrelevant or inappropriate content. An example might be when someone posts about a neighborhood car wash when the site is actually devoted to setting professional standards for medical care, etc.

It is also easier to describe what your online community is geared to achieve, rather than try and describe all of the possible topics and uses that are not appropriate. In this case, if a topic supports the main purpose, that is acceptable. Anything that does not relate to your stated objective is therefore inappropriate. Below are examples of a non-commercial and a commercial oriented community description.

### Examples:

- The XYZ online community is dedicated to foster the professional development of PERSONS (individuals) involved in the field of PROFESSION through the exchange of experience, networking and the creation of best practices guidelines. This online community is for non-commercial, professional purposes only. Individuals or organizations that have an interest in offering or purchasing products or services, recruiting or seeking employment, are encouraged to use XYZ's marketplace site.
- The ABC online community is dedicated to facilitate the exchange and provision of professional services, market based solutions and to help match employers with new talent for everyone involved in the INDUSTRY. This online community is for commercial, professional services purposes only. Individuals or organizations that have an interest in professional development and peer to peer networking are encouraged to use ABC's professional networking site.

The purpose of your online community (or communities) is entirely up to you. They may be for narrow or broad objectives, purely social, professional or commercial. However, in order to attract members (and the right kinds of members) it helps to be as clear as possible who your community is designed for and how it is intended to be used.

## Definition of Community Members

In the previous section, we recommended that you clearly define what your community is intended to achieve, for what purpose it has been established. Part of the definition must include for whom the community has been created.

For associations, the paying “member” is usually the primary focus of networking and professional development opportunities. For companies, it is current and prospective customers. Social Media has dramatically disrupted how organizations interact with their stakeholder groups. Most social media platforms have been built on the “open door” policy with few if any barriers to join a community. For associations and companies alike, what used to be paid services are often now available for free or near to free online. (Just think of what “Wikipedia” did to Encyclopedia Britannica for example, or what Craig’s List did to local newspaper advertising sections!)

### Member vs. Non-Member / Customer vs. “Visitors”

By definition, all of an association’s members would have access to the association’s online communities unless there are some special conditions of membership. For companies, substitute “Customers” for “Members” and “Prospects” for “Non-Members”. In most cases, you are going to want to allow, at least at some meaningful level, the ability of non-members or prospects to join and participate in your online community. Non-members may be restricted on what information they can access or receive but it should be enough that they can see and understand the additional benefits they would receive as a paying member or customer of your organization.

#### Example:

**Non-members/Prospects** receive a free newsletter that includes breaking industry or professional news, association events and education and training opportunities. They may also have the ability to see the titles and initial three lines of articles, white papers, view titles (but no details) of job postings and have access to some discussion forums. Public blog posts would also be accessible.

**Members/Customers** are able to access to all member only content including the ability to contact other members, post comments, access job boards and download special member only material including white papers, archived presentations and webinars etc.

The goal is to allow non-members to access enough information to know what they might benefit from as a paying member, and to keep enough member-only material to keep membership valuable.

## User Rights and Obligations

Commonly known as the “Terms of Use”, this is where the bulk of your online guidelines for users will be. You may wish to adapt more or fewer of these guidelines depending on your organizational culture and the opinion of your legal department.

**Disclaimer:** The terms and definitions given below are for illustration and example only. You are advised to get professional legal advice regarding the terms of use you will apply to your online communities.

### Sample User Agreement Terms

**Acceptance** – The user agrees that these terms govern use of the community

**Administrator Rights** – Stipulates the powers of the administrator

**Copyright** – Legal protections for owners of intellectual property

**Disclaimer of Warranties and Indemnities** – Limits expectations against site host

**Governing Law** – Where will potential legal disputes be heard

**Intellectual Property** – Defines ownership of content created or placed on the site

**Inappropriate Use** – Defines which behaviors are not acceptable

**Language** – Defines the official language(s) used on the site

**Links** – Governs the use or restriction of links to external sites

**Opt-in** – Defines that the user has agreed to receive communications from the site host

**Posting comments and questions** – What is allowed / disallowed

**Privacy** – What are the privacy rights and how will data of users be handled

**Signatures and user names** – What is allowed / disallowed in user signatures or names

**Solicitation and Commercial Activities** – Allowed or disallowed

**Termination** – When can or will a user account be terminated

**User Accounts** – How and how many user accounts may be established

**User Obligations** – What is expected from a User

**User Privileges** – What the User can expect from the community site and host

These terms are described in more detail in the next pages.

## **Sample Use Agreement Terms**

### **Acceptance**

The User agrees that he/she has read and agrees to be bound by the terms and conditions contained in this COMMUNITY USER AGREEMENT including all future modified or amended versions. These terms of use may be changed at any time at the sole discretion of the community host organization. These terms and agreements are intended to protect and maintain a positive experience for all community Users.

### **Administrator Rights**

The community host organization has the right at its sole discretion to designate a person or persons to act as the administrator of the XYZ Online Community. The XYZ Online Community Administrator shall be responsible for the management of the XYZ Online Community including the enforcement of the then current COMMUNITY USER AGREEMENT. Decisions of the Online Community Administrator are binding on all Users of the community.

### **Copyright**

The community host organization retains the full and complete rights to the use of its trademarks, copyright content and intellectual property. By posting material on the XYZ Online Community, the User grants XYZ a limited right to reproduce, use or refer to the posted content in part or in full as it chooses. Users warrant that they are not infringing the copyright, patent, trademark, trade secret, copyright, or other proprietary rights of any third party by posting content in any form (text, sound, or visual) on the XYZ Online Community.

### **Disclaimer of Warranties**

XYZ does not warrant or guarantee the accuracy, reliability, completeness, usefulness, quality or relevance of any material that appears on the XYZ Online Community. Users accept that the User bears all risks associated with using or relying on the material. The individual User alone is responsible for the content he/she posts on the XYZ Online Community, including, but not limited to, any errors or omissions in the material, or for any losses or damage of any kind incurred as a result of the use of or reliance on any



material. XYZ does not guarantee the availability of the XYZ Online Community and users make use of the XYZ Online Community, including all information posted and any files downloaded at their sole risk and discretion.

### **Governing Law**

This COMMUNITY USER AGREEMENT shall be considered as a Contract made in STATE, COUNTRY and subject to the Law of the STATE, COUNTRY. Any controversy or claim arising out of or relating to the COMMUNITY USER AGREEMENT that cannot be settled to the mutual satisfaction of the parties shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a single arbitrator in CITY, STATE, COUNTRY. The language of the arbitration shall be English. The parties shall share the costs of the arbitration equally, but the arbitrator shall have the discretion to assess the costs of the arbitration, as well as the reasonable attorney's fees and expenses of the prevailing party, against the unsuccessful party. The results of the arbitration shall be final and binding.

### **Inappropriate Behavior**

Users that engage in explicit commercial propaganda or sexual, racist, defamatory or otherwise socially unacceptable behaviors are subject to being removed from the group. Users shall not attack or use aggressive language against other Users or anyone affiliated with the Community Host. Users shall not engage in any discussion that may violate anti-trust laws and regulations.

### **Intellectual Property**

The User warrants that it is the owner of any content posted on the community site and that the User has the rights to the use of any trademarks, copyright content and intellectual property contributed to the site. By posting material on the XYZ Online Community, the user grants XYZ a limited right to reproduce, use or refer to the posted content in part or in full as it chooses. Users warrant that they are not infringing the copyright, patent, trademark, trade secret, copyright, or other proprietary rights of any third party by posting content in any form (text, sound, or visual) on the XYZ Online

Community. The Community Host Organization retains the right to aggregate, interpret and develop new intellectual property based on the content of the Community Site.

## **Language**

The official language of the XYZ Online Community is English. If a user wishes to use another language he/she is asked to provide a translation of their post or comments in English as well as the original language version when using English languages sections of the XYZ Online Community. Language specific sections other than English of the XYZ Online Community are restricted to the specified language for all content.

## **Legal Liability and Indemnity**

The USER agrees to indemnify and hold harmless XYZ, and its directors, officers, employees, subsidiaries and affiliates from any claim, including reasonable attorneys' fees, made by any third party due to or arising out of information or content submitted, posted, transmitted or made available by the USER through the use of the XYZ Online Community.

## **Links**

XYZ is not responsible for the links or the content located on any site located outside the XYZ Online Community. XYZ reserves the right to approve or deny any links which lead directly to external sites or resources that are deemed inappropriate for any reason. The purpose of the XYZ Online Community is to PURPOSE and we ask that the XYZ Online Community is not used to promote competing organizations or services.

## **Opt-in**

Users of the XYZ Online Community agree to maintain a valid email address at all times to facilitate communication between XYZ and its user community. The User hereby agrees to receive information from XYZ, its affiliates and partners related to the community activities, professional development, employment and commercial opportunities, as deemed appropriate by XYZ, through email communications. XYZ will not distribute, sell or provide User email addresses to third parties without express permission. The User may opt-out of email communications at any time.

## **Posting comments and questions**

USERS are encouraged to make full use of the XYZ Online Community communication tools, including the message board, listserve, User Blogs, etc. (INSERT YOUR SPECIFIC FEATURES). XYZ reserves the right to remove any posting of content that is deemed inappropriate. In appropriate content includes, but is not limited to the following: vulgar, inflammatory or abusive language, political statements, solicitations, offer of services or products, frivolous content not related to the purpose of XYZ Online Community. The purpose of the XYZ Online Community is to PURPOSE and we ask that your contributions support these objectives for the benefit of the entire XYZ Online Community. The decision to remove content is at the sole discretion of the XYZ Online Community Administrator.

## **Privacy**

USERS are responsible for the information contained in your online user profile. The USER will determine which information available is made visible to other users of the XYZ Online Community. One of the objectives of the XYZ Online Community is to facilitate networking between members, therefore the following information at a minimum will be visible to all users of community: Title, Full Name, Company or Organization Affiliation, City, State and Country. All other personal information shared is under the control and discretion of the USER.

Communications and content contributed on the XYZ Online Community communication is not considered the personal property of the person submitting the content and may remain on the XYZ Online Community after your participation is no longer active or has been terminated. XYZ does not delete user contributed content unless it is deemed inappropriate or is no longer of use or value to the community.

## **Signatures and User Names**

XYZ, at our sole discretion, may change or remove inappropriate graphics or text from online signatures, user names and profiles without notice. This may include vulgarity, nudity, political statements, and or any other content we feel that is inappropriate. The use of special characters to substitute letters will still be determined in appropriate if it is obvious to a reasonable person that the intent is to use a profane or vulgar word or term.

## **Solicitation and Commercial Activities**

Advertising, solicitations, promotion disguised as product recommendations and other commercial activities is expressly forbidden. Users that wish to engage or offer professional services or products are encouraged to use the specific platforms provided by XYZ for this purpose. XYZ shall determine in its sole discretion which communications and activities are of a commercial nature and may elect to remove such content without notice. Users may share their personal experiences with specific products and services but are asked to provide only factual experiences and not opinions or recommendations.

At no time are any members of the XYZ Online Community to discuss pricing, markets, sales, competitors or any other topics that may be interpreted as collusion, price fixing, restraint of trade, monopoly or similar prohibited activities. XYZ refuses any responsibility for users of the XYZ Online Community for illegal or prohibited communications and holds the User solely responsible for his/her content and communications.

## **Termination**

User accounts may be terminated at any time without notice at the sole discretion of the XYZ Online Community Administrator. User accounts may be terminated for violation of the terms and conditions of this User Agreement or for any behavior that is determined to pose a threat or harm to the XYZ Online Community or to XYZ as an organization.

User accounts that are terminated may be appealed to the chief staff person of the XYZ organization. A 1 (one) page statement of fact from the XYZ Online Community Administrator stating the grounds for termination and a 1 (one) page statement of fact from the user stating why the account should not be terminated are to be submitted and a decision provided within 30 days of termination. The decision at that time is final and binding.

## **User Accounts**

Users may maintain only one (1) online account at anytime and must use their true and valid legal name when establishing an account.

## **User Obligations**

The purpose of the XYZ Online Community is to PURPOSE. Users agree to actively engage in the community to the best of their ability for the benefit of the entire community. XYZ encourages thoughtful discussion and debate of the important issues facing our INDUSTRY/PROFESSION, recognizing and celebrating that we will have many different points of view. Users agree that they will debate and discuss the issues, not the people or the organizations behind those issues, topics or contributions. Users also agree that they will demonstrate respect for one another employing as much energy into listening to the discussion as to making their contribution heard.

## **User Privileges**

Participation in the XYZ Online Community is a privilege and a benefit. Users are entitled and encouraged to make full use of the community resources for the professional and personal development. You are encouraged to participate fully in discussions, projects, networking and other online opportunities to share and develop knowledge. If you feel that your rights and benefits in this community have been infringed on in any manner, or if you have an idea how to make the community a better experience, you are encouraged to contact the XYZ Online Community Administrator.

## Administrator Rights and Obligations

Your online community manager or administrator has a very challenging and stimulating role. Online community management is a relatively new and emerging profession. The specific role will be greatly influenced by the nature of the community being managed and the management style of the community's host organization.

### Who should be the community administrator or moderator?

The person that assumes the role of community administrator and moderator will need a range of skills and knowledge. Amongst the characteristics desired are:

- Understands how to communicate with empathy and tact
- Slow to anger, has a mature nature and able to demonstrate sound judgment
- Excellent written communication skills
- Has a broad understanding of the organization with an especially clear picture of the objectives, and the guidelines for the online community
- Is able to delegate as well as recognize when a matter needs to be referred to a senior authority
- Is able to sift a large volume of information and communications, and is able to distill trends within that data flow.
- Is competent in using technology tools, in particular tools used for communication, listening and to measure engagement within social communities
- Is respected by the community members because of his/her ability, knowledge and skill

Below we described some common responsibilities and situations that most community administrators will face in the course of their duties, and points to consider when defining the administrator role for your online community.

### **Moderation** – Monitoring and controlling the content of discussion forums.

How visible will the community administrator be and how strictly will the community guidelines be enforced? The general rule is to moderate with a light touch and not to interfere from a staff / administrator role unnecessarily in the community. It is critical to intervene when the guidelines have been violated, however too heavy a controlling hand will stifle communication.

It is also critical that your moderation be consistent and fair, treating as far as possible all participants with the same application of the guidelines at all times. Publicly recognize and reward positive behavior and valuable contributions to the community.

## **Inappropriate User Behavior** (flaming, vulgar language, advertising, defamation, aggression)

When a user violates the letter of the law or the spirit of your community, corrective action must be taken. The guiding principle should be that users respect one another and the organization, and that anything a user would put in writing on a forum is something they would be willing to say to the recipient face to face. This is why, for example, it is advised that users must use their true names in a community if you want this principle of accountability to be applied.

Often it will be other users in the community that will bring violations or complaints to your attention. It is important to make it clear and easy for the user community to report violations. This approach has two positive effects: potentially violating users are aware that their actions may be reported if they cross the line and the rest of your community is aware that you are serious about maintaining standards and a positive experience for the community as a whole.

In most communities, it will be other users that are first to make corrective statements to violators of the community codes of conduct. This can be a positive way of handling minor infractions, however, be careful to avoid one of your users designating him/herself as the forum moderator.

**Disputes** – What to do when two or more users hold a disagreement or argument in public on your community discussion forums?

What happens when two users get into a dispute on your community? When do you have to play referee? When the disagreement turns from discussing factual issues and arguments over methods, to attacks on the individual players, it is time to intervene.

Again, it is the principle of respect and avoiding personal attacks that determines when the line has been crossed and corrective action is necessary.

The administrator at this point needs to remind the users involved through direct messaging (not publicly) of the guidelines for the community and to point out when their dialogue has turned to inappropriate use. They should be allowed to correct and resume a fact based, professional discussion (or close it), but they must not continue the inappropriate tone. The best solution is to have them correct and remove the unacceptable dialogue themselves, otherwise the moderator should remove the offending discussion.

**Banning** – The removal of a user from the online community.

In an extreme case where a user in your community cannot adjust behavior and act within your guidelines, banning is your only recourse. If you have your COMMUNITY USER AGREEMENT in place and you have taken action to inform the offending user, allowed for correction, and he/she persists in violating your guidelines, then it is appropriate and necessary to remove the user from the community.

If inappropriate behavior is allowed to continue, you risk losing a large number of your users who may feel that the organization does not care enough about the quality of the community to take action when it is needed.

Please be prepared to be challenged when banning a member. You should have documentation of the violations, the corrective counseling you provided and the subsequent violation that led to the banning action. Be aware that the user may try to directly contact other members, re-register under another identity or somehow cause mischief.

There are a very small number of individuals who are intent on causing a problem and it is important they are not allowed to harm your online community.



## Intellectual Property Ownership and Management

One of the most powerful opportunities that online communities offer is the creation of new and valuable User Generated Intellectual Property (IP). For the purposes of discussion, we define Intellectual Property as the underlying thought, concept or body of knowledge. Content is the manifestation of IP in different forms. Examples of content: a live presentation, webinar, book, article, blog post etc. can all refer to or build upon a particular intangible thought or concept (IP).

There are a number of approaches to developing this IP and content that are discussed below:

**WIKI** – These are online community based tools used to create collaborative content that is developed through the contributions of many individuals on a common document or collection of documents. The world's largest online encyclopedia, "Wikipedia", is the most prominent example of what can be created by a large group of contributors. Organizations that in the past may have counted on a relatively small group of experts to define a body of knowledge can now call on the collective wisdom of their communities (members/customers and non-members alike). Examples can include a glossary of terms, a taxonomy for a profession or industry, input on standards or best practices or any number of projects where pieces of discreet information are distributed widely across a large community.

**Community as live market research** – Research and surveys are notoriously time consuming and are subject to a number of limitations, including the challenge of getting a sufficient number of responses and built in bias from only those participants that choose to participate.

Another approach is to observe, listen and analyze the conversations and discussions that flow within the online community. By listening to and analyzing the peer to peer discussions of your online community you are going to get more meaningful information about the real issues and attitudes of your users than through a standard survey approach. This approach also includes monitoring and listening to the conversations about your organization or your topic of interest that takes place on other social media sites and platforms that includes Twitter, Facebook, LinkedIn, Ning and others outside your private community.

Benefits and outcomes from carefully listening to your online community can include:

- Identify unmet needs and design new products or services
- Identify where existing products or services can be improved
- Monitor trends and perceptions about your brand
- Monitor competitors, existing and emerging
- Collect and aggregate data to produce reports as a member benefit or product

There are for-profit communities that have been created for the sole purpose of aggregating, analyzing and selling market studies and reports based on the observations of the conversations between their online community members. The physician to physician peer group SERMO ([www.sermo.com](http://www.sermo.com)) is an example of one such community.

**Peer to Peer vetting and quality control** – The ranking and rating of user generated content.

The traditional model of identifying industry experts and/or applying quality control to authors of material usually relied on a small group of experts, staff or volunteer leaders. Feedback from the customer was always after the fact and in the case of live events, it was not possible to repair sub-par performances on the fly.

Social media and online communities have the ability for the user community to identify rising talent, or to provide real time feedback on the quality and experience with potential speakers, experts and authors. This same approach applies equally to products where word of mouth endorsement can raise a product from obscurity to a must have item solely through the recommendations and peer to peer communication.

Another example is the shift from the organization trying to determine what will be of value to the customer (determine the products, distribution and pricing) to getting feedback and signals from your customer base regarding their needs and potential demand. Social media tools also support real-time feedback so that adjustments and improvements can be made faster resulting in better business results (more sales, less costs).

Wiki's, live market research, and using the peer to peer network for vetting and quality control are just three ways social media can be applied to drive better business results by creating new and valuable content, making better market decisions and improving the quality and relevance of your offerings.

## Conclusion

Online Social Media Communities are a powerful force for communication, collaboration, networking and building engagement. Like all organizations or communities of people, it is important that we have common codes of conduct for the benefit of all the participants. Many of society's codes of conduct are unwritten. In an online community, where we are missing the visual clues that face to face interaction provides, or the tone of voice that audio communication provides, it is important that we have written guidelines.

At first glance these may appear to be restrictive to some but they are necessary for the protection of the User. If you use common sense, and your principles are one of mutual respect and transparency, then it becomes easier to define the rules and guidelines that you will need to govern your online community without hampering the free flow of ideas, information and peer to peer networking.

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NOTE: This material may be freely used for internal dissemination by organizations only in its complete form and content. It may not be altered or used by any third party for commercial use without the express written consent of SOCIALSTRAT llc.

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United States Air Force Public Affairs Agency – Guidelines on managing a blog

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**SOCIALSTRAT llc** is the leading independent provider of professional advisory services for the not-for-profit community on the subjects of International Strategy Development and the development of Social Media Strategies. Terrance Barkan CAE is the Chief Strategist and Business Architect for SOCIALSTRAT, applying more than 20 years of business and international not-for-profit experience crafting solutions to complex problems.

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## APPENDIX – SAMPLE GUIDELINES

### FACEBOOK User Agreement (April 22, 2010) <http://www.facebook.com/terms.php>

This agreement was written in English (US). Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: April 22, 2010.

#### 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 [About Platform](#) page.)
4. When you publish content or information using the "everyone" 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 not offer any contest, giveaway, or sweepstakes ("promotion") on Facebook without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our [Promotions Guidelines](#) and all applicable laws.
  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**

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

## 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 [Developer Principles](#) and 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.
  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. We can limit your access to data.
  8. You will comply with all other restrictions contained in our [Developer Principles and 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 [Developer Principles and 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 on 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 or sponsored content served 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.
2. You will pay for your Orders in accordance with our [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
3. Your ads will comply with our [Advertising Guidelines](#).
4. We will determine the size, placement, and positioning of your ads.
5. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
6. 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](#).
7. 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.
8. 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.
9. We can use your ads and related content and information for marketing or promotional purposes.
10. You will not issue any press release or make public statements about your relationship with Facebook without written permission.



11. We may reject or remove any ad for any reason.

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:

12. You warrant that you have the legal authority to bind the advertiser to this Statement.
13. 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](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "us," "we" and "our" we mean Facebook, Inc., or if you are outside of the United States, Facebook Ireland Limited.
3. 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.
4. By "information" we mean facts and other information about you, including actions you take.
5. By "content" we mean anything you post on Facebook that would not be included in the definition of "information."
6. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
7. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
8. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
9. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
10. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives data from us.

#### 18. **Other**

1. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
6. 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.
7. Nothing in this Statement shall prevent us from complying with the law.
8. This Statement does not confer any third party beneficiary rights.

## You may also want to review the following documents:

- [Privacy Policy](#): The Privacy Policy is designed to help you understand how we collect and use information.
- [Payment Terms](#): These additional terms apply to all payments made on or through Facebook.
- [About Platform](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Developer Principles and Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.
- [How to Report Claims of Intellectual Property Infringement](#)
- [How to Appeal Claims of Copyright Infringement](#)
- [Pages Terms](#)

## To access the Statement of Rights and Responsibilities in several different languages, please use the following links:

- [French translation \(Français\)](#)
- [Italian translation \(Italiano\)](#)
- [German translation \(Deutsch\)](#)
- [Spanish translation \(Español\)](#)