UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Edith Ramirez, Chairwoman**
                   Julie Brill
                   Maureen K. Ohlhausen
                   Joshua D. Wright
                   Terrell McSweeny

In the Matter of	)
	)
	)
Jerk, LLC, a limited liability company,	)
also d/b/a JERK.COM, and	) **DOCKET NO. 9361**
	)
John Fanning,	)
individually and as a member of	)
Jerk, LLC.	)
	)
	)

EXHIBITS TO COMPLAINT COUNSEL'S STATEMENT OF MATERIAL FACTS
AS TO WHICH THERE IS NO GENUINE ISSUE FOR TRIAL

VOLUME 3

CX0073

NetCapital Ventures
**Fund One – $100 million**

1

NetCapital: Investment Vision

At The Leading Edge of Innovation in Wireless, Broadband, Communications and Media

NetCapital.com LLC ("NetCapital") is a private company targeting the substantial growth opportunities in wireless, broadband, media and communications. NetCapital operates by making significant investments in companies that are, or have the strong potential to commercialize novel or potentially market-dominating innovations in those areas.

We start our selection process by assessing what we believe to be the future direction of communication technologies and patterns of innovation and consumer preference, then honing in on the areas that we believe are poised to become the high growth segments within them. We next determine the hurdles and opportunities in those segments and *seek companies that provide solutions to the hurdles, access unmet opportunities, or unlock unforeseen potential.*

Wireless, Broadband, Communications, Media   Highest Growth Areas   Hurdles and Opportunities   Turnkey Solutions Opportunity Creators
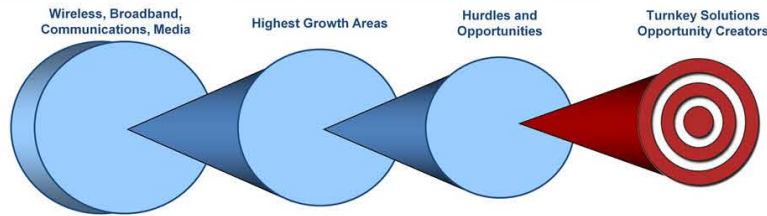
Our Investments can be in various types of companies that provide complete turnkey solutions to advancing technology. We will pursue software, middleware, and potentially hardware applications in areas like WiMax, 4G, Nanotechnology, Media Convergence, Wireless Media, Entertainment, RFID, Wireless Networking, Data Streaming and Optimization, SmartGrid, and leverage our unique ability to partner technology to create and commercialize total solutions.

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NetCapital: Investment Vision

Leading the Mobile and Wireless Communication Revolution

In 1999 We Launched the
Definitive Internet Company

In 2009 We Launch the Definitive Wireless,
Mobile, Communications and Media Company

The mobile, wireless, and broadband markets today are reminiscent of the internet market in the late 1990s; then, as now, the fundamental protocols and business segments were well developed and the opportunity lay in innovative use of the nascent network. Thus there is an enormous near-term opportunity in optimizing and taking advantage of this network, and NetCapital seeks investments in companies we believe can do that.

As ▮▮▮▮▮▮ pointed out in *The Big Switch*, John Fanning's *Napster* was the first "Web 2.0" company. Mr. Fanning and NetCapital build on this pedigree of innovation and prescient insight to invest in and help build the companies that will be instrumental in maximizing the potential of existing communications and media structures, and those that help shape the future of those markets.

Near-Term Potential	Internet Market Late 1990s	=	Mobile / Wireless / Media Markets Today

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NetCapital: Investment Approach

Longer Term: Building Market-Dominant Entities

NetCapital's goal is to own the No. 1 player in each of the largest broadband media and entertainment market segments. NetCapital has several partner companies already in leadership positions and a team of professionals that have created market-leading companies. NetCapital was a first mover in the broadband media and entertainment space, and has developed several proprietary technologies to create efficiencies in media networks. This early success has continued to beget more success, generating access to some of the best investment ideas available on the Internet. These types of opportunities are again emerging as the wireless space, mobile devices, and broadband capabilities radically evolve.

While our near term opportunity focuses on taking advantage of established networks and protocols, our *longer-term opportunity* will center around companies that can optimize networks or advance innovations that radically alter network effeciency, availability, or capability. As we develop companies with these types of technologies, we will leverage our unique knowledge of how communication will be enhanced to develop complementary companies that can readily take advantage of these innovations once deployed.

Ideal Target Investment

Growth Area of Wireless, Mobile, Media or Communications Sectors

Novel Tech Innovation / Solution

Best in Class / Market Dominant Potential

Strong Synergy with Portfolio

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NetCapital: Investment Vision

Staggering Untapped Opportunity

As broadband and mobile technology enable device users to move up the curve from "available" to "always on" to "always capable", and as devices connect not only to the internet through ultra-efficient and ultra-pervasive connections, but also to networks such as the power grid, and embedded networking devices, their usage will continue to proliferate rapidly. Devices will increasing be equipped to perform many roles such as printing, reading voice recorded bar codes, performing mobile augmented reality, and ubiquitous point of service (uPOS). Add to this an emerging global middle class that is rapidly consuming netbooks and forsaking land lines for mobile devices, and the potential in the segments we target - mobile, broadband, communication and media - is truly enormous by any measure.

The consumer market today is dominated by massive end-to-end vendors, but as we recently passed the 1-year anniversary of the App Store opening, and it's 1.5 billionth download, it is clear that in this market total control is eroding, opening up the way for many players. We believe this is emblematic of the trend not just for mobile user applications, but a wide range of solutions-based innovations across hardware and networks. NetCapital is positioned to exploit this opportunity, targeting innovative businesses and paradigm-shifting opportunities.

We're In the Tip of the Iceberg on Mobility
John Chen, CEO, Sybase

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NetCapital: Investment Approach

Leveraging Our Network to Slingshot Successes

Targeting the established benefits of a roll-up, NetCapital is building a strategy around quasi-independent companies with each portfolio company seeking success independently while being stakeholders in the success of the whole. Having experience in audio and video distribution, social networking, online payments, and home networking, the next step is to leverage these experiences in the mobile space. NetCapital is creating synergies among companies in its partner network by facilitating partner introductions, the sharing of best practices, and strategic partnerships. Moreover, NetCapital leverages its own extensive experience, its network of business relationships as well as its internal pool of resources to assist companies in rapidly maximizing their market potential. NetCapital targets various segments in the broadband media and entertainment markets, which includes infrastructure service providers, vertical market makers, horizontal market makers, and customer aggregators. The Company's goal is for its partner companies to achieve number one market share position in each of their respective market segments, thus giving NetCapital tremendous influence in every important broadband media and entertainment market

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Our People + Our Network = Our Edge

Our Difference: Entrepreneur / Managers

Our management team is composed of *highly seasoned entrepreneurs*. We've been through the company building process numerous times, starting groundbreaking entities, launching innovative ideas, commercializing revolutionary technology. We can guide entrepreneurial companies through the process from initial funding through successful exit. We also have plenty of experience from the venture-backer side, but it is our incredibly vast wealth of entrepreneurial experiences across all forms of media and communications technology that give us an edge.

Not Just Investors, Team Members:

We work closely with management teams from due diligence, through initial investment, and beyond. Partners continue to work with portfolio companies, and at our weekly meetings we review opportunities for partners to leverage their collective experiences and networks to help portfolio companies. We are active participants in the accountability of management and governance of our portfolio and client companies. We maintain frequent contact with the CEOs, senior Partners of the management team, outside board partners and co-investors of our portfolio and client companies.

Team Players, Team Creators

We help portfolio companies source the best personnel assets for their companies and assist in the creation of a management team appropriate for a particular stage in a company's growth. We leverage our network of executive search firms, entrepreneurs, other portfolio companies and venture capital firms, as well as service providers such as investment banking, legal and accounting firms to help find the appropriate candidates to replace or augment the management teams of portfolio companies.

Tapping Value in Our Partnership

NetCapital is dedicated to building the most powerful franchises within their partner companies by offering strategic guidance, operational support, executive recruiting, IT support, financial acumen, and business development expertise across our network of companies. We believe that being a member of the NetCapital community can substantially increase a company's competitive position.

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Our People + Our Network = Our Edge

Why Our Relationships Make the Difference

Building a great company is more than Raising Money, and it takes a lot more than a Great Idea - that's why NetCapital's Relationships give us a decided advantage over other investors. *We have the know-how, the chops, and the contacts it takes to make a great idea a reality and a great technology a commercial success.*

Finding Crucial Technology Partners

We have a strong network of senior executives in both public and private companies in industries such as media (digital, print, television and radio), cable and telecommunications, technology hardware and software, financial services, legal services, aerospace and defense, among others. We actively make introductions for our portfolio companies and assist in arranging meeting with senior executives at the potential customer or strategic partner/channel partner. We also regularly meet with these senior executives to help us better understand the market opportunities and the competitive landscape, which in turns helps us to provide better advice to our portfolio companies.

Shaping a Model and Securing Capital

We develop business models and strategies with our portfolio companies to distribute, market, sell and license products, solutions or applications within the global marketplace. We bring our strategic focus to additional financing as well. We assist management teams with developing reasonable revenue, partnership and operating milestones that they can accomplish with existing capital. We work with the management team to develop a financing strategy that includes the timing of the next financing, and we tap into our financing pipelines to secure the right structure of funding to move forward, and we our vast network in the financial community to assemble the appropriate team of financers for the venture.

Optimizing Exit Strategies

Given our collective experience in providing strategic and transactional advice at leading investment banks, we help counsel the CEOs of our portfolio companies on optimizing the company for a successful exit, whether by acquisition or through an initial public offering. Often, this includes helping to accelerate the portfolio company's growth through acquisitions or mergers of complementary companies. We work closely with the management team and board to identify potential acquisition and merger candidates to extend the portfolio company into new geographic and business markets, and we provide sound advice to help execute on such acquisitions. At the appropriate time, we help the management team identify and work with potential acquirers or,

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NetCapital: The Relationship Advantage

Venture Life Cycle

Top Shelf Deal Flow

Being entrepreneurs ourselves, we know the people starting companies, we know where to find them - and what they need. We keep our finger on the pulse of the innovation marketplace and our personal relationships as well as our insights give us access to the most promising deals anywhere. We've created and been around game-changing ideas, so we know it when we see it.

Technology Partnering

We can leverage the technologies of our partner companies to give each of our companies the proprietary edge that the other companies possess. This gives portfolio companies access to the best innovations without the hurdles that a competitor might

Distribution Partners

Our network can help new technologies or content be accepted, established, validated, and distributed through our connections at the top media, communications, and entertainment companies in America - like Blockbuster, Fox, ESPN, Apple, Yahoo, among many others.

Equity Partners

When one of our portfolio companies has to make funding decisions, we know what it's like because we've been there ourselves. We can tap into a vast array of funding sources from the VC community, our own funds, private investors, and leading corporations. We look for creative ways to approach

Acquisition / IPO

Our relationships give us a wealth of exit strategy options. We have extensive lines into companies like Microsoft, Google, AT&T, IBM, Dell, Sprint. We've sold our many of the companies we've started, and we've taken others to IPO. Our network assures options when it comes to executing a successful and lucrative exit.

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NetCapital: Extraordinary Track Record

We're Experts at Creating Innovation, Commercializing Technology, Growing Companies, and Achieving Success

➢ Our Partners have over 100 years aggregate experience Founding, Building, and Guiding companies to Success.

➢ # companies have been started our incubated by our partners

➢ We've taken our own companies through XX rounds of financing for a total of $YY million.

➢ We've consulted on ZZ deals at all rounds, including M&A deals in the billions of dollars.

➢ We've funded BB companies from the Venture Side

HANDS ON, COLLABORATIVE TEAM

➢ #years "C" level experience, #start-ups that exited for $#million enterprise value

➢ Only partners make calls, and all partners make calls on every deal????

➢ Strong entrepreneurial backgrounds, each has founded at least one start-up funded by Accel, Mayfield, Canaan, etc

This slide has info tbd

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A Powerful Collaboration of
Technology and Media Innovators

We harnesses the expertise, vision, and leadership of people behind breakthrough achievements in broadband, wireless, media, and communication technologies.

We've built numerous startups and led through the funding process, to acquisition or IPO

permissionTV
FutureXMedia
netmovies
RGB TECHNOLOGY
MAINFRAME ENTERTAINMENT, INC.
A RAINMAKER COMPANY

We've created technologies that have changed the world:

We've guided companies that shape our culture:
finetune
logic CORPORATION
NIKE
CONEXANT

1.Name companies seeded (5) and incubated (3)

All of these companies have valuations or exits over 50M

2. 6 positive exits in 2007

3. 8.4x combined return
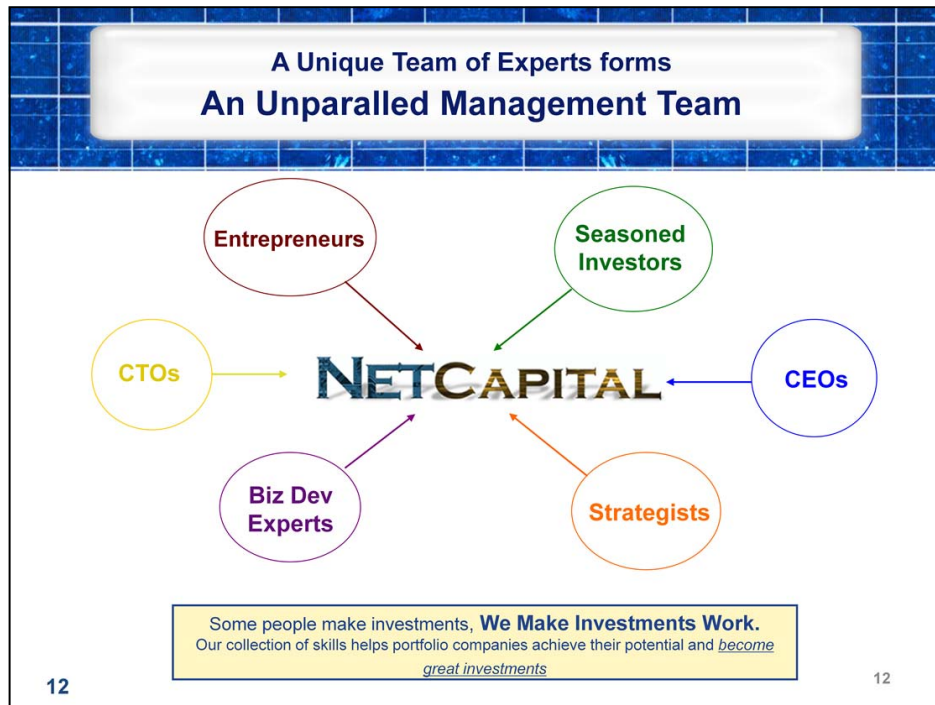
4. Pattern recognition/hands on business

41 exits over 20 years

5. 3 partners, 80 years

27 years of combined c-level experience

35 yrs venture experience

-Move into individual backgrounds

A Unique Team of Experts forms
An Unparalled Management Team

1.Name companies seeded (5) and incubated (3)

All of these companies have valuations or exits over 50M

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5. 3 partners, 80 years

27 years of combined c-level experience

35 yrs venture experience

-Move into individual backgrounds

NetCapital: Our Partners

Chairman and CTO

John, Founding Chairman and CEO of Napster, has been a pioneer in Internet Technologies for over 15 years. In addition to his work with Napster on the distributed aggregation of content, he has introduced such net-related innovations as client-server game play, audio chat, and auto-upgrading/authentication. Since 1994, he has founded numerous successful Internet ventures, including Napster, NetGames, NetMovies, and NetCapital. John attended Boston College, and has a background in Finance from his work at Fidelity Investments in Boston, MA.

John Fanning

Partner, Managing Director - West Coast

Partner, Managing Director - East Coast

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NetCapital: Our Partners

Partner

Partner

Partner

NetCapital: Investment Summary

Four Key Areas of Focus:
Media, Communication, Wireless, Broadband

- Our Investments will be made in Technologies at the *Cutting Edge of Mobile, Wireless, Broadband, and Communication.* The technologies we seek can consist of software or middleware, applications that foster the communication of or expand the efficiency of hardware and / or networks, and technologies that create better integrated or better empowered communication.

- We will invest in companies poised to make the strongest, most rapid use of the existing wireless and broadband networks in the near term and those that radically reshape those networks in the long term.

- We will also seek to capitalize on the media, entertainment, and social trends this technology enables in both the short and long term, paying special focus on emerging consumer trends and looking for the platforms and asdfas that will become an integral part of user lifestyle.

- Target companies in key segments of this space including infrastructure service providers, vertical market makers, horizontal market makers, and customer aggregators and help them rapidly achieve their market potential.

- We aim for investments synergistic with our portfolio. We seek companies with the potential to gain the number one market share in its respective market and that has leverage-able technologies or insights that accrue benefits to the rest of the portfolio. Ideal targets should have commercializable innovations that play to the core strengths of our fund managers to 16 help market, distribute, and deploy these technologies through partnerships with dominant

NetCapital: Fund Profile

- 7-8 core companies
- $2-3 Million Avg. Series A funding
- 20% - 80% ownership.
- Participate in Follow On Rounds
- Focus on commercialize-able / partner-able technologies.
- 1-2 Board seats every deal
- Intimately involved in Strategic Planning of company.
- Premier Syndicate Partners
- Focus on capital preservation in unsuccessful deals

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NetCapital: Deal Filters

- **Markets:** Select areas within Wireless, Broadband, Media and Communication. Market segments with high growth and large potential user-base.

- **Competitors:** Preferably first-mover or best-in-class, differentiated.

- **Management:** We want passionate management teams with a desire to build a world-class organization around novel technologies and ideas. We can bring the experience, contacts, and strategies, so we seek managements highly amenable to a team approach.

- **Technology:** Solutions-based technologies. Optimization applications that enhance existing data infrastructure or increase the efficiency or power of networks, devices, and communications systems. Enhancements that shift the media paradigm especially with respect to large scale consumer patterns.

  Special Consideration for technologies close to commercialization that leverage partner core strengths in driving marketability and take advantage of our network of relationships to drive adoption. Companies that bring synergies to the portfolio strongly desired.

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NetCapital: Fund Update

I figure this is a ▮ and John question?

- Premarketing timing
- Hard circled $# MM
- Soft circled$ # MM
- etc

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NetCapital: Current Portfolio Companies

Current slate of companies based on innovative technologies, and enormous unrealized potential in the Wireless 2.0 paradigm

netmovies

NetWire

VALUESETTERS.com

ON24

JERK.COM

SPORTSCLUB

NETGAMES

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NetCapital: Current Portfolio Companies

netmovies

NetMovies, Inc. is an enterprise focused on enabling, delivering, and distributing multimedia entertainment to consumers, and providing a platform for the converged control of and optimal distribution of content among consumer's entertainment choices in a single platform. Started in 2001 by John Fanning, founding Chairman and CEO of Napster, Inc., NetMovies targets inefficiencies in distribution networks.

Just as Napster was designed as a broker of consumer-owned files, providing liquidity in file sharing networks that pioneered the field of multimedia file sharing, paving the way not only for peer-to-peer networks such as Bittorrent, but also proving the fundamental business model that fuels YouTube, and establishing the internet as a venue for music that inspired the resurgence of Apple and forays into the space by leaders such as Microsoft and Dell, with NetMovies, Mr. Fanning has applied his vision to broadband media, identifying inefficiencies in the network. Initially expanding on peer-to-peer technology developed at Napster, this line was spun out to Boston-based PermissionTV, allowing NetMovies to target the one factor most limiting to internet media: the challenges associated with bringing the video from the lean-forward internet to the lean-back television.

NetMovies first product will be a device to wirelessly transmit full-HD signals along with broadband internet across short distances and across longer distances within the home using existing cabling infrastructure and without requiring any effort on the part of the consumer beyond connecting existing cables. Simultaneously, the company will be integrating its existing content distribution infrastructure into the device, offering both the ability to distribute content and multi-media advertisements attached to content delivered by the Company or others on the internet.

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NetCapital: Current Portfolio Companies

netmovies

Note - this is on the site like this

The NetMovies business model encompasses _Three Key Components_:

1) **Multimedia Hardware** – NetMovies has concepts and preliminary designs for a revolutionary device that will deliver wireless HDMI and HDMI over standard home wiring – allowing for longer distances and traversal of signal-blocking structures. Wireless and wired dongles will attach to televisions and A/V equipment minimizing the footprint and eliminating the need for additional components, while control of the system will via AJAX-enabled wireless web accessed via a NetMovies mobile device or any third-party wifi or cellular device with a browser.

2) **Formal and Informal Content** – Connecting both traditional and internet entertainment sources, users of NetMovies devices will have access to television, DVD, or cable and additionally, pending agreements where necessary, formal and informal content available on-line, allowing access to not just such mainstream internet content as Google's YouTube and Amazon's Unbox, but also fringe content available on sites such as John to fill in or even BitTorrent. Beyond this, the NetMovies CDN offers the capacity to store and deliver such content desired but unavailable elsewhere. (HULU??, Joost??)

3) **Advertising Revenue Streams** – Integral in the NetMovies devices will be the ability to insert pre-roll, mid-roll, or post-roll advertisements delivered via the NetMovies CDN. These ads will be centrally managed, able to be delivered on a global, regional, or individualized basis, and, because the NetMovies are conceived around full-screen entertainment, will be able to be delivered seamlessly with third-party content sources.

Top Tier Strategic Partnerships – NetMovies is pursuing relationships with strategic partners relevant to all aspects of its business—hardware, networking, content, consumer electronics, and distributors. For example, [Blockbuster Inc.] ("Blockbuster") was a start-up investor in NetMovies and has been instrumental in establishing early relationships between NetMovies and content providers, as well as representing a potential distribution and marketing partnership.

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NetCapital: Current Portfolio Companies

netmovies

The key to the NetMovies model is to exploit the opportunity created by parallel media consumption. Various sources report an almost doubling of the trend of simultaneous consumption of multiple media sources, typically realized in the form of browsing web sites with the television playing in the background. Using the NetMovies device, this parallel consumption can be integrated. For example, a browser plug-in could shunt a web page to the television, automatically displacing the existing television programming with new multimedia content from the web. Achieving the once science fiction goal of seamless connections, NetMovies is exploring such user interface models as, for example, connecting the top of a screen device with a television, allowing digital content to be pushed off the top of the screen to appear on another connected device. Dating back to the original Napster, this integrated entertainment model has always been Mr. Fanning's vision, and only now has the technology arrived and become mainstream enough for it to be realized.

A significant opportunity exists to provide multi-screen integrated entertainment beyond the single-screen convergence model currently being explored by such vendors as Apple, Tivo, and Microsoft. NetMovies believes it can capitalize on this opportunity and address the shortcomings of its competitors by utilizing a revolutionary technological framework to integrate a range of services and content:

Advanced Technology

• Wireless and waveguided HDMI technology is now, for the first time, making existing home data infrastructure able to satisfy the requirements to achieve this integration;

• New chip technology enables datapath convergence and multi-format decompression to be pushed downstream.

• Premium content; Range of Content

• Moore's law and miniaturization make possible the deployment of multi-purpose, muti-capability systems able to fit into a package small enough to fit in a dongle;

• Diverse revenues - Hardware sales, Partner fees, Advertising distribution

• With few limitations, any and all content distributable in any medium will be able to be pushed to a television screen

Going forward, NetMovies is establishing and building relationships with strategic partners in all segments of its business—hardware, networking, content production, consumer electronics, and distributors. These partnerships would create substantial growth opportunities in the near future, allowing NetMovies to expand into markets outside the home including mobile and professional markets

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NetCapital: Current Portfolio Companies

NetWire

Netwire empowers its members (individuals who open Netwire accounts) with the ability to instantaneously transfer money worldwide. A Netwire account acts as an e-wallet, which will then permit members to load, withdraw and transfer funds seamlessly and instantly. Through agreements we've set up with banks around the world, members have the ability to transfer funds to any other Netwire member anywhere in the world, eliminating inconvenient delays currently presented by agents such as Western Union, Money Gram and Vigo, among others. All transactions for members within the Netwire network are free of charge for the sender and recipient, a major competitive advantage over firms such as Paypal and Western Union which impose costly fees on the transaction.

Revenue Model

The majority of revenue for Netwire is interest (float) collected on member's accounts. Member accounts are similar to checking accounts provided by banks in that our members will not realize any of the interest payments to their accounts; instead, this interest will be realized as Netwire revenue.

Revenue is also generated through transfers involving the exchange of currency. By setting foreign exchange rates slightly below those set by the marketplace, we generate extra revenue on every transfer involving currency exchange.

An additional source of revenue is generated from member withdrawals involving the use of an ATM. These ATM fees are shared with the owners of the ATM network. While small, the fees encourage the use of the ATM's and therefore build a significant amount of revenue for Netwire over time. Rather than pay traditional ATM fees of $2 or more Netwire users can pay fees as low as .25 cents.

Finally, but not inclusively, we generate revenue through strategic alliances with firms possessing certain characteristics. These alliances build revenue by attracting customers, while also building revenue through the sale of information regarding member spending to the allied firm. An example of such alliances might be offering Dell coupons for Dell customers who processed their order through Netwire, or Blockbuster gift cards which enable movies to be sent as a gift, all processed exclusively using the Netwire network. Bestbuy for example can bundle discounts with products which encourage value minded shoppers to buy the latest cell phone and pay for it using Netwire for cell phone service!

Further information regarding transfer frequency, origin and destination pairs, and global interest rates, among other things, are calculated in order to capture monthly, quarterly and yearly projected revenue.

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NetCapital: Current Portfolio Companies

NetWire

Growth and Competitive Advantage

Netwire is expecting substantial growth in the future. This growth is based on the uniqueness of the service, technological efficiencies, and strategic alliances.

How would you like to be one click away from instantly transferring funds to someone anywhere in the world? With Netwire, this is possible. Currently, it takes brick and mortar establishments considerable amounts of time to process and post transfers to recipient's accounts. Through our service, members are able to safely and instantly transfer funds anywhere in the world, without fees of any sort. Herein lies our competitive advantage, and innately we are capturing market share from the current brick and mortar establishments and from other online money transfer companies, while revolutionizing the way people transfer money.

Netwire eliminates the fees associated with firms such as Paypal and Western Union, significantly lowering costs for the transactions to its members. By eliminating both flat fees and percentage fees per transaction, Netwire is able to significantly undercut its competitors, offering retail customers a way to slash costs and offering individuals the ability to transfer money online as cheaply, and far more conveniently, than they can offline.

In addition, strategic alliances with firms who fit the mold laid out in our business plan are being pursued in an attempt to grow the member base. These strategic alliances will also include firms who are household names and that have a vast number of locations, allowing us to capitalize on their distribution network, while keeping our costs low.

Moreover, at this stage we will be able to capitalize on business opportunities and avoid the bureaucracy involved in the everyday business of large corporations. By operating as a closely held firm, decision-making is less cumbersome; as a result the firm operates efficiently and without the complications brought upon by the bureaucracy of big business. The technological edge brought upon by the way we do business also carries over into the streamlining of business decisions, further adding to the competitive advantage of Netwire.

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NetCapital: Current Portfolio Companies

NetWire

Disruptive Technology

By leveraging and then integrating existing Internet based and financial based technological infrastructure using proprietary software, Netwire is able to disintermediate many of the existing shortsighted players. It's easy to imagine Netwire quickly aggregating 100 million customers through partnerships, then with that consumer base providing our retail customers the opportunity to reduce or eliminate fees associated with online payments such as credit cards or Paypal by using Netwire. Because Netwire is a PIN based system we can not only disintermediate Visa and MasterCard, making them obsolete, but also we may drastically reduce or even potentially eliminate retail credit card fraud.

The Need for Additional Capital

Netwire is in its early stages, meaning that additional capital would enable us to take full advantage of our current business opportunities, and to expand on our current infrastructure that will allow us to properly manage our growth.

Exit Strategies

Within the next 12-24 months Netwire should have the opportunity to go public if it chooses. Once the firm is well established and the timing is correct, Netwire will have that flexibility. Contrary to many other firms that attempt to become acquisition targets, we on the other hand plan on purchasing other companies in the hope that the synergy created from the purchases is able to further compliment the operations of Netwire. There are a number of small targets that both enable additional Netwire network function and aggregate customers. In 2004, First Data Corporation (owner of Western Union) spent $7,530.9M in acquisitions, and while we do not anticipate spending this amount on purchases early on, we still feel that an acquisition strategy is viable possibility that could be facilitated by an IPO.

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NetCapital: Current Portfolio Companies

ON24

ON24 is the global leader in webcasting and virtual events. ON24 provides a full range of innovative solutions for applications such as demand generation, conferences and events, product launches, professional development, internal communications and executive announcements. More than 700 organizations in publishing, technology, life sciences, government and financial services rely on ON24. Its customers include Cisco, United Business Media, Credit Suisse, GE Healthcare, Hewlett-Packard, IBM, Motorola, the National Science Foundation and Samsung. Founded in 1998, ON24 is headquartered in San Francisco, with offices in New York, London and Singapore.

Virtual Events Specialists
ON24 is committed to providing industry-leading webcasting, lead generation and virtual events solutions that meet the performance, value and reliability requirements of businesses of all types and sizes. ON24's focus is on the breadth of its product offering; as a result, it provides a full portfolio of products, solutions and services for internal and external communications.

* ON24 Webcasting: For a feature-rich, interactive and highly branded way to reach an audience of thousands worldwide. Available in both full- and self-service models.
* ON24 Virtual Show: Conduct virtual trade shows, jobs fairs and partner marketing events in a virtual environment allowing speakers/exhibitors to inform and interact online with attendees.
* Insight24: Featuring 5,000 videos, webcasts and podcasts from over 175 leading-edge companies, Insight24 extends the marketing reach of rich media content while improving lead generation investment ROI.

A primary benefit ON24 provides is superior lead generation. Customers generate more qualified sales leads by leveraging the impact of streaming media communications and ON24's lead generation system.

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NetCapital: Current Portfolio Companies

ON24

Our Solutions Approach

ON24 products are much more than a technology platform and global network. The value ON24 brings to webcasting and virtual events is its solutions approach. That is why ON24 is the virtual events provider of choice of some of the world's most exacting organizations. More than 700 enterprises from sectors as diverse as continuing education, telecommunications, publishing and financial services rely on ON24 for their end-to-end webcasting and virtual event initiatives. These include:

* Conferences and events
* Product launches
* Sales lead generation
* Executive announcements
* Financial road shows
* Corporate and human resources
  communications

* Training
* Continuing education
* Marketing communications
* Investor relations
* Virtual trade shows
* Virtual job fairs
* Partner marketing events

Innovative Technology, Proven Quality and Reliability

The patented ON24 platform is comprised of web-based tools used for the development and production of customizable webcasts and virtual events. The audience interfaces are delivered with HTML, JavaScript and Flash. The back-end runs on Java/J2EE.

The technology is delivered as an ASP (Application Services Provider) solution. The architecture generally consists of an Oracle database, Weblogic application servers and Apache web servers running Solaris. Microsoft-based technology, Real Networks and Adobe Flash are used for encoding and streaming live and on-demand media (video and/or audio).

Flawless execution is required for the types of virtual events for which ON24 systems are typically used. ON24 has implemented a number of measures to guarantee reliability. For example, reliability is ensured with ON24's unique network featuring two fully redundant data centers. However, ON24 also has the ability to react immediately and positively in those rare instances when customers are seeing a failure that affects their viewing audiences.

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NetCapital: Current Portfolio Companies

ON24

ON24 Global and Connected

ON24's product solutions are available globally through ON24 and its partnership network. Throughout the world ON24 clients enjoy the same leading-edge technologies, services, experience and innovation. With multi-langugage support and vendor affiliates throughout North America, Europe and Asia, the company's webcasting and virtual events solutions are able to serve the needs of clients and their audiences everywhere. ON24 has produced webcasting events throughout the United States, Canada, Europe, Asia and Latin America and has a global network of local single- and multi-camera production crews. The company has produced multilingual webcasts in languages such as Japanese, Mandarin, Korean, German, Spanish and French. Preferred partnerships with Globix and Akamai mean ON24 customers have access to one of the largest and most comprehensive and effective content delivery networks in existence.

* Global content delivery network
* Compatible with most Asian and European languages
* Channel partners and studio and production affiliates throughout North America, Europe and Asia
* Unsurpassed level of network scalability for audiences of all sizes

24/7 Service and Support
ON24 has a best-in-class service offering:

* Professional Services consulting comprised of a team of seasoned event managers
* Full production capabilities
* Signal acquisition
* Hosting, encoding and distribution
* Graphics and animation creation
* Template building and customization

Funding
* Canaan Partners * Rho Ventures * U.S. Venture Partners

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NetCapital: Current Portfolio Companies

Jerk.com provides consumer reputation management. The site is currently in an early-stage alpha release. It offers a framework for posting praise and disputes, computing ratings, and gathering feedback and comments; the system provides for users to include photos and personal information.

Online reputations are critical to social and business interactions. eBays growth was as much fueled by its credible reputation management as by its marketplace. Buyers today can review feedback related to transactions. This enables millions of buyers and sellers to build relationships based on trust. On Amazon, product reviews establish trust for otherwise unknown products and authors. However, this trust is brokered: we trust Amazon reviews and eBay reputations not because we believe in the participants but because we believe in Amazon and eBay. Several vendors have made attempts to establish vendor reputation and major social networks provide the infrastructure for a pervasive consumer reputation platform but in neither area has a clear leader emerged, especially since eBays retreat from tracking buyer reputation in 2008.

Designed to offer Wikipedia-like information on doing business and for social interactions on the web, the content is growing organically from the users themselves and reflect the view of the people who have personal first hand knowledge of the profiled individual. As we achieve market penetration, first targeting stranger-stranger transaction venues such as eBay, PayPal, Amazon zShops, and also the online dating space, Jerk.com ratings will become the ubiquitous reputation service across the net. On Jerk.com employees can praise or critic their bosses while those considering a new job opportunity may be able to find what a person is like to work for. Online daters are able to post and read feedback about what a person is like to date. Other vertical applications are abound.

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NetCapital: Current Portfolio Companies

As vendors and intermediaries integrate it into their services offering settings for negative or neutral ratings, users will be more incentivized to integrate a Jerk.com widget into their personal web presence to solicit positive ratings from friends and associates. The Jerk API will allow site developers to mash-up a reputation component in their sites. The Jerk score, integrated through the Jerk API, can re-create recently-deleted buyer rankings in eBay and provide an aggregate reputation to even thinly-trafficked sites on the web. This integration will be provided free of charge to site owners in order to gain widespread adoption.

For example, looking at the Jerk.com value added in the dating space, surveys have shown that as many as 40% of men registering on on-line dating sites are in a committed relationship. Jerk.com, by allowing participants to rate each other in a venue that exists longitudinally across the net, offers daters the opportunity to rate their dates in a way that will stick with them in every thing they do. Many relationships end with a desire by one party or the other to protect others from the negative aspects of their dating experience, whether it be quirks, personality flaws, or major deceptions. Once again, by focusing on the "jerk" aspect, filing a report on Jerk.com provides a simple, easy interface for a benign form of vengeance. With the dispute resolution steps, the majority of false reports will be easily dismissed while the accurate ones will stick with the offender. A Jerk.com score will stick with offenders, providing a benefit to dating sites who integrate the Jerk widget into their interface and also a third-party reference check for users of those sites that do not.

Used in commerce, Jerk.com extends the proven functionality of Ebays seller and customer ratings across the web. Extending the model proven by Ebay, Jerk.com adds several key functions. Ratings are weighted by each raters positive scores: users with terrible feedback have little ability to rate others. While anonymous ratings are a part of Jerk.com, with partner sites, buyers and sellers are connected through a transaction and participating in certified transaction ratings are also given extra weight. By combining these two factorscomputing each users Jerk score giving weight to ratings by well-regarded users and also to certified partner transactionsJerk.com provides a strong incentive to participate formally in the Jerk.com network. Vendors who participate can embed a widget on their site that will unobtrusively invite site visitors to join Jerk.com if they have not already done so; for those who do participate, the users own and the vendors score will be displayed. This benefits both parties by giving users confidence in vendors and vendors will be able to learn the scores of users who visit their site and also get a reading on those who make purchases. It is conceivable that some vendors might, like they did on Ebay, require a certain rating and a certain number of feedback results from a user before completing a transaction or a transaction of a certain size.

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NetCapital: Current Portfolio Companies

Topologically similar to dating, the massively-multiplayer on-line role-playing games ("MMO's") such as World of Warcraft involve on-line participants forming groups, often with long-term commitments and with opportunities to profit from deception. As with dating, those victimized by bad actors will be motivated to submit a Jerk Report, resulting in a permanent stain on the MMO character, and, possibly if the connection can be made, the player who controls the character.

However, even if the real-world connection cannot be made, users invest substantial amounts of time in developing their characters and should these characters find themselves earning a bad reputation in a public way, the consequences will be real and difficult to escape without starting their MMO experience over from the beginning.

Revenue Model
In its start-up phase, Jerk.com is establishing its free consumer service and building its userbase to whom it will later offer value-added services. In the initial phase, Jerk.com will provide reputation services via the web site and the API to partners for up to a set number of transactions per hour free of charge. Once a partner goes beyond half the default minimum, the partner will be required to choose from among the basic and tiered plans, offering either a free or flat-fee base number of monthly transactions plus a small per-transaction overage charge. Note that one option will be to keep the service free up to the default minimum but to establish a payment option for use beyond that threshold. Through the initial phase, use within the Facebook platform will be offered free of charge without limit and eBay use will be charged to sellers and not eBay (aggregated across all products offered; note that for most eBay sellers the service will be free). This revenue model, based on that offered by Craigslist and Googles App Engine platform, will most efficiently drive adoption.

Other potential revenue streams include advertising as well as subscriptions services. For example, users may be charged for access to dispute resolution or other premium and for fee services.

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NetCapital: Current Portfolio Companies

Market

The buyer ratings on eBay were a powerful quantification of online reputations. With the deletion of this feature, originally introduced in 1995 and removed February 20th, 2008, a dramatic void in e-commerce reputation emerged. While many e-commerce aggregators include a variety of on-line tools for vendor ratings, no single tool has achieved the reputation or credibility of eBay ratings and most are tainted by their failure to restrict shill voting on the rated entities. Other vertical applications in social networking, dating, or employment opportunities also lend themselves to the use of the Jerk.com model.

Compelling Investment Thesis

From a business perspective Jerk.com offers a powerful positive potential for a high impact and profitable business model:

* New Idea which is controversial, hence likely to get good PR attention.
* Good for society (positive change in behavior) by tracking and providing feedback on peoples behavior and repution we encourage them to turn from jerks to saints.
* Strong appeal to teenage demographic with strong viral effect on social networks.
* Self building content and community offers simple low cost execution (no need to create, or buy content)
* Powerful brand potential with 2 syllable name easily adopted into the lexicon
* Low funding requirements prior to tipping point
* Large market potential (nearly every person on earth)

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NetCapital: Current Portfolio Companies

SP⚽RTSCLUB

SportsClub.com is a revolutionary sports social network, which implements the latest capabilities in video, mobile, and broadband to provide members first-in-class utility and entertainment. At SportsClub.com we take social networking to the next level as members can upload video of their sports and fitness training, and receive personal feedback from experts, pro athletes, and their peers. They will also receive customized video drills to help them achieve their athletic goals. Furthermore, SportsClub.com will be the only site of it's kind to offer a seamless mobile platform where users can take their training with them for more effective workouts, and upload their training videos from the field or gym for continued feedback.

SportsClub will be designed as a multiplatform entertainment and utility service from the core. Unlike most social networks that exist primarily online with mobile apps that replicate a lite version of the online experience, Sportsclub's extensions enchance the online experince making the whole greater than the sum of it's parts. In addition to mobile and web, live in-person camps and teaching seminars are a major touchpoint of the service. We will also outfit partner facilities with technology to record and analyze athletes and share feedback with them online. We hope to also create content for cable or on-demand television to extend our brand and drive usage. Our goal is to take social networking and integration to the next level and offer an unmatched service.

SportsClub.com is assembling a team of some of the best current and former professional athletes, leaders in broadband and mobile technology, and pioneers in digital content creation and distribution to create a seamless interactive media experience like no other.

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NetCapital: Current Portfolio Companies

SP❂RTSCLUB

Our Key Points of Strength and Differentiation:

Individualism and Customization. We will be the only social network, and perhaps the only major site on the web to offer users personal, customized feedback on their posted content.

Powerful Mobile Experience. We will be the only site with the mobile platform and tools to allow users to augment their experience away from their desktop in a synergistic way.

Myriad Revenue Streams. Subscriptions, advertising, sponsorships, product integration, camps, personal videoed training consultations.

True Cross-Platform Presence. Our user touchpoints will encompass *web, mobile, live, broadband content, and potentially tv, podcast, and more*.

Better Access - Our pros and experts will be carefully selected and incentivized to create a truly rich interactive user experience, unlike some of our competitors.

Business Model

SportsClub.com will derive revenues from multiple sources. The service will be free to join, with **Paid Premium Subscriptions** for access to and feedback from pros and experts. This will be our primary revenue source.

We will seek to attract revenue other ways:

Advertising Revenue – limited ads on the site, potentially framing the video player, and banner on the mobile app.

Product Integration – We will attempt to feature products, sports equipment, sports drinks etc., in our training videos for a fee.

Sponsorships – we will attempt to solicit sponsors for certain special segments of the site, and potentially certain athlete profiles.

Clinics – live camp experiences with experts will be another revenue source.

Integrated Training Facilities – Through partnerships with facilities or creating our own, we will offer training sessions that are taped and analyzed with results to be the foundation for a continuing interactive dialogue online between our user and SportsClub.

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NetCapital: Current Portfolio Companies

VALUESETTERS.com

ValueSetters is a Social Business Network for online wholesalers, Vendors and Merchants to network together creating a completely new distribution channel for their products - currently offering over 60,000 items.

ValueSetters, Inc. is a public company traded under the symbol VSTR. Valuesetters is a business development partner of both Netwire and Netmovies.

NET GAMES

Founded in January 2000, NetGames is dedicated to bringing online games to the public. Through our upcoming gaming service, you'll be able to play hundreds of games-some free, some 3rd party proprietary titles, and some of our very own titles-more easily than you ever have before. NetGames understands the online gaming experience and we're about to revolutionize it.

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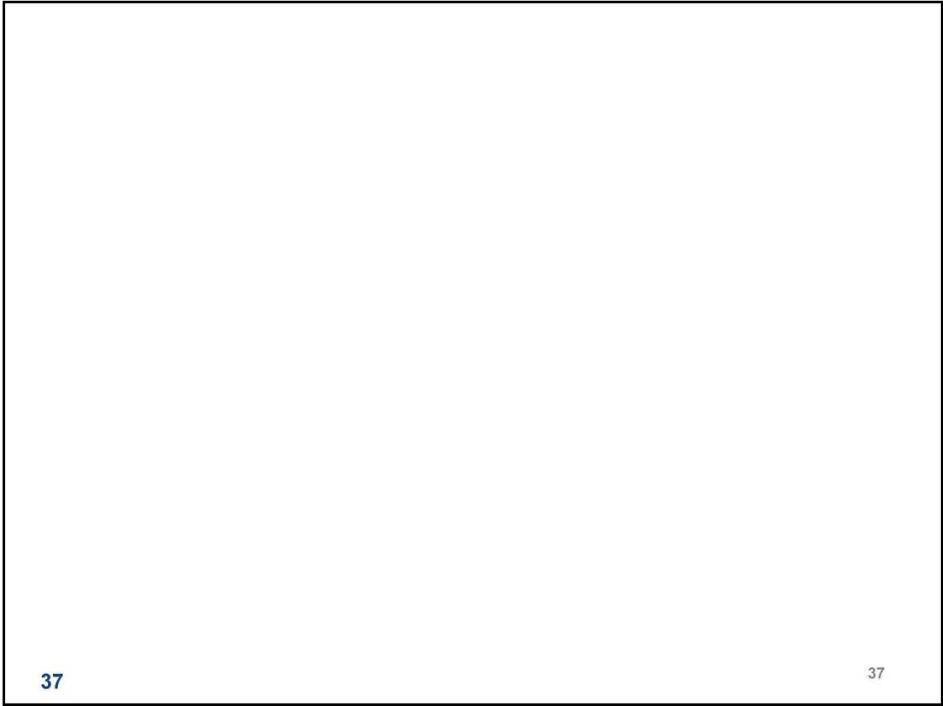
VC
DNA of net capital

VC done deals with and done biz with

All Principals' Realizations and existing companies

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Convio IRR assumes 5/31/08 exit date.

Investment Track Record

Investment name	Date	Investment $	VALUE REALIZED	IRR%	MULTIPLE OF CAPITAL

Preferred Co-investment Syndicate Partners example
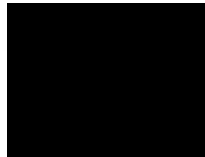
Long Term Relationships

Venture Capital with Impact

Strong Brand Partner

Strong Domain Expertise

Deep Pockets
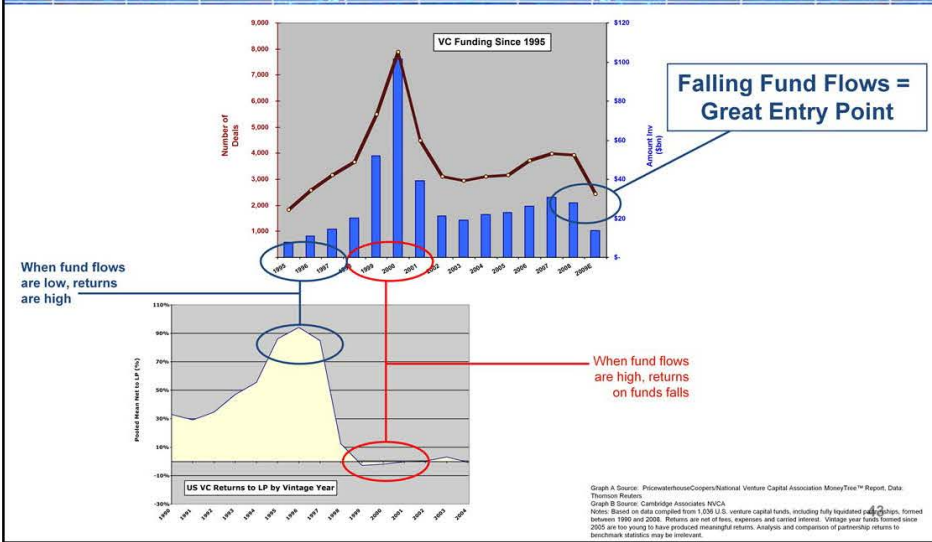
40

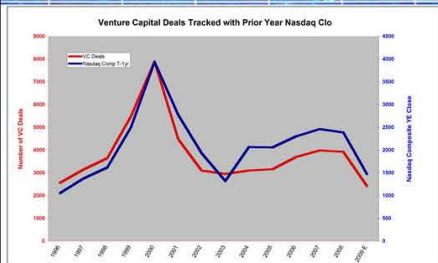How the firm is working today process
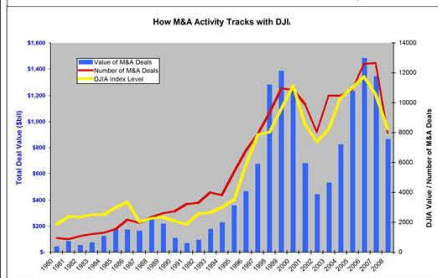flow chart

Why now

NetCapital: Timing is Ripe to Invest

NetCapital: Timing is Ripe to Invest

When the market falls, funding for VC investments also drops. This is a great time to invest. Supply of Funds is low - fewer VC's means fewer deals get bid up. Better deal terms, lower cost of entry.

When the market comes back, M&A comes back with it. With more M&A activity, competition for merger candidates is higher, meaning more players and more money bidding up prices, which equals favorable deal terms on the exit end.
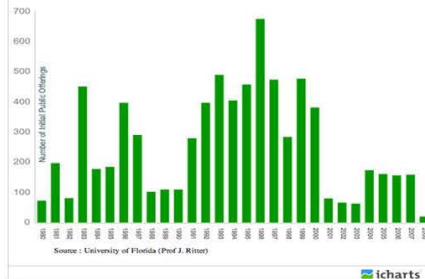
If a VC has funds to invest during a lull, it may achieve better deal terms on both the acquisition and exit end.

This is reflective of the current situation and current opportunity in the VC market and one we're very excited about.
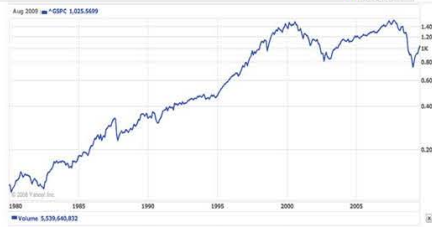
44

NetCapital: Timing is Ripe to Invest

Tracking IPO Activity Against the S&P 500

Note - need explanation here
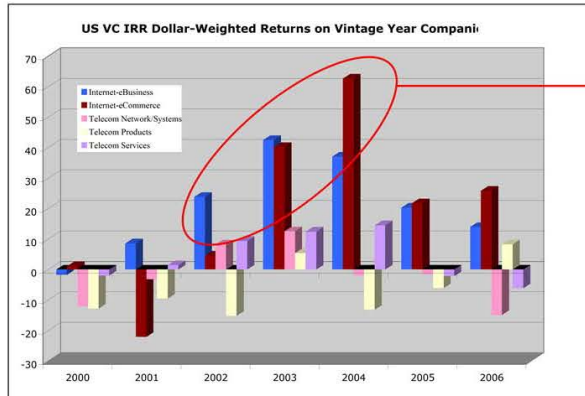
NetCapital: Timing is Ripe to Invest

U.S. Venture Capital Index® Compared to Other Market Indices
for the One Year Ended March 31, 2009
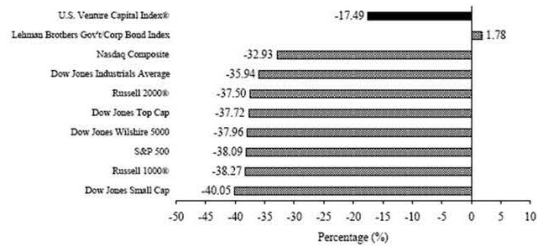
VC index outperforming most stock indicies
in volatile market over the last year

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The Venture Capital Trends for the Next Few Years

Average Venture Capital Investment Deal Size

■ Venture Capital Average Deal Size ($M)

DATA SOURCE: PWC/NVCA MONEYTREE REPORT; THOMSON REUTERS

icharts

Total Venture Capital Deals Quarterly

● Venture Capital Number of Deals

DATA SOURCE: PWC/NVCA MONEYTREE REPORT; THOMSON REUTERS

icharts

Investment Activity - Top Industries

■ Q2 2009 ■ Q1 2009 ■ Q2 2009

Media and Entertainment
Medical Devices and Equipment
Industrial/Energy
Software
Biotechnology

TOTAL AMOUNT INVESTED ($M)

DATA SOURCE: PWC/NVCA MONEYTREE REPORT; THOMSON REUTERS

icharts

TBD - NEED TO DISCUSS

- VC trends
- Fund size
- Entrepreneur trends

PLACEHOLDER GRAPHS

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FTC-JERK0018909

CX0073-0048

The Trends for the Next Few Years

- Video
- Storage
- Web 2.0
- Social networking
- Convergence of technologies

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VC Valuation Metrics

Recent Multiples

Recent returns   etc

Industy funding by year

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VC Valuation Metrics PART II

Recent Multiples

Recent returns   etc

Industy funding by year

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Flows are down.

-get in early

- reduced competition = better deal terms, better potential return
- momentum when flows come back investments buoyed by new cash, better terms on subsequent rounds for companies already staked and exits

Why is the environment right for rapid growth / returns???

What about the technology, climate, etc., makes it so ripe??

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FTC-JERK0018913
CX0073-0052

So what's changed with the recession?

Technology is the same or better

Only the financial markets have gotten worse.

Credit is tight, funding is scarce.

But if you have money, you have enormous opportunity
     Better choice of deals,
     Less "bidding up", better terms, bigger return on
     investment.

Consumers have retrenched, but not in respect to technologies that improve their lives (find spending on retail, consumables, big ticket, mobile,)

Consumer retrenchment leads to them exploring different entertainment options - movies up, television hours up, internet / mobile usage up - this makes a strong case for convergence. Consumer preference and financial situation driving this trend. NetCapital is poised to take advantage of technologies that are well situated to profit on this trend.

Get data for box office, dvd sales, tv usage, online usage

Mobile ad sales???

Ad revenues in traditional media vs new media

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Stimulus spending on networks? On infrastructure? What is allocated?

Trends in Global Technology and Opportunity as US
technology catch up to Asia and EU in technology?

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End Notes (collect notes, format and attribute to pages when
slide order is set)

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CX0074

Received(Date): Fri, 9 Sep 2011 18:26:00 -0400
Subject: This is the only profile I found.
From: John Fanning ███████████████
To: ████████████████

This is probably the profile. He looks 13. This looks like he allowed his son of 13 to make a profile in violation of our terms of service. He has made no report of abuse to us. Also if this is in fact the profile, you can see from the comments that no one has said anything in appropriate. I will handle this however you like, including having a lawyer send him a letter. He is the cyberbully.
john

--
John Fanning
Chairman
Netcapital

███████████

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CX0075

Received(Date): Fri, 9 Sep 2011 20:12:07 -0400
Subject: Re: NetCapital
From: ███████████████████████
To: John Fanning ████████████████████

████ he wasted like 2 hours of my day, starting with (as I forwarded you) an oblique threat that totally freaked me out, making me think that some dude named ████████ was molesting his son and he thought it was me. I need those hours for work, playing with my friends, and hanging out with my friends (like you) thinking about how we are going to make the new products that will make people happy.

I completely understand that you enjoy your whole Jerk.com thing, and I am totally pleased for you to take one of two steps: (1) delete this kids' profile or (2) make sure that there is clearly no connection between me and Jerk.com. In this case, the dude made the connection between Jerk.com and Netcapital by writing ████████ who told them NetCapital maintains the DNS.

Looking forward to working on projects that make people happy!

████

On Fri, Sep 9, 2011 at 6:20 PM, John Fanning ████████████████ > wrote:
> ████
> If he just followed the process he would have been removed already. The
> process requires him to tell us what profile is abusive. Just be cause he
> refuses to follow directions does not mean he is entitled to you attention.
> john
>
> On Fri, Sep 9, 2011 at 2:38 PM, ██████████████████████████ > wrote:
>>
>> The dude's son is 13. Please have him removed.
>>
>> Thanks. I don't know the kid's name but the last name is the same.
>>
>> ████
>>
>> -----Original Message-----
>> From: ████████████████████████
>> Sent: Friday, September 09, 2011 2:33 PM
>> To: ████████████
>> Subject: Re: Age?
>>
>> My son is 13, a freshman in high school and shouldn't be subjected to
>> this type of cyberbullying. You seem to be a decent person who has
>> associated with the wrong people. I would ask that you put maximum
>> pressure on your friends to remove my sons name from this site.
>>
>> I will check back with you next week.
>>
>> Regards
>
>
>
> --

CX0076

From: "John Fanning" ████████████████
To: ████████████████
Cc: ██

Subject: Burn rate jerk.com
Received(Date): Mon, 20 Apr 2009 16:24:11 -0400

The monthly expenses at this point are around 10k.

$500 ISP

$2500 Software development

$5600 Domain Name

$500 Graphic Design

$500 SGA

john

John W Fanning

Chairman Netcapital

████████████████

████████████████

████████████████

CX0077

John: I have a VC meeting on monday with another VC for jerk.com

me: ███████████ makes $132 million in revenue, so they're not a BS company

me: No, it's called ████████

John: █████ ?

me: Let me see -- I'm meeting with a big company that wants to hire me in ██████████, and I may need the time to prepare

John: ?

John: want to come/

me: nice

John: I have a meeting with the ceo of ████████████ for tuesday morning

me: yeah, ██████████

John: ██████████ ? sounds like bs

me: ████████████ -- the guys who own █████

John: are they a good company?

John: who bought the assets?

John: a year ago it had 20M in cash

John: did I tell you i have the deal with the domain guy for 5k per month 10 years?

John: As of right now they both want to do the deal.

John: ok

me: Show him the slide I'm going to send you.

me: I sent you the slide.

me: How much to acquire outright?

me: Yeah, you did

me: What that graph tells you is that, basically, if you can get Jerk.com into the top 10,000 sites and have some revenue, it is not unreasonable to look for a $100mm exit.

me: If you can't convince someone that Jerk.com has the potential to drive a $100mm exit on the basis of that slide alone, then you've lost your edge.

CX0078

Received(Date): Thu, 4 Dec 2008 06:50:38 -0800 (PST)
From: John Fanning █████████████████████
To: █████████████████████
Subject: Chat with John Fanning

John: jerk.netcapital.com
me: was in FL
me: lovely
John: How you been
John: Hey
me: hey
John: it could be no other way
me: I see that you are #1 jerk
me: looks good
me: I got it
me: yeah, john████████ doesn't work
John: did you get it ?
me: nice
John: █████████
John: ███████████
John: █████████ also
John: █████████
me: username/password?
John: If you have input now would be a good time because soon you will be running jerk.com
from caymen islands
John: I dont know
me: is █████████████████████████████ a real person?
me: oops, the service appears to be unavailable...
me: tell him to use http:/████████████
me: Tell ████████ not to use recaptcha
me: http://www.██████████████████
me: try ████████████████████████████
me: http://████████████████████████████████.php

CX0079

Received(Date): Wed, 14 Jan 2009 07:40:54 -0800 (PST)
From: John Fanning
To:
Subject: Chat with John Fanning

John: what about germany?

me: about 0.5

me: but ours has worse long-term prospects

John: What is the yield differential

me: since the UK's economy sucks

me: it's not surprising to me

me: It's suprising because it goes contrary to your theory and supports mine

John: That is surprising

me: UK is lower than US

me: most countries don't issue 30-year bonds

John: I can do that easily

me: :-)

me: I'm much more impressive in person

me: I think you should set up a meeting for us in NYC

John: I think I am going to call him at some point

me: Maybe

John: Do you want to talk to the guy with me on the phone?

me: :-)

me: even if you are wrong about finance

me: by the way, it's totally awesome that you had a ▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮

John: too small a difference over 30 years to prove your point. sorry.

me: you look it up, I'm at work

me: sorry -- 0.05 not 0.5

John: spain france russia?

John: try the functionality

John: use the site

me: what do you want me to check out?

me: I'm there

John: ▮▮▮▮▮▮▮▮

John: Can you check out jerk.netgames.com

me: yes

John: You there?

John: You are the first real, un predjudiced user to use it

John: You made me sick

me: sorry to give you a heart attack.

me: it's working

John: oh man

me: I had been on jerk.netcapital.com, not jerk.netgames.com

John: what site were you on?

John: That must be some fucked up bug.

me: sorry, was on the wrong site!

me: I put in an e-mail address

me: then how come when I enter ▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮ my search result is ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮

John: You must have had an email address in the bar

John: Its not a mock up

me: I think it is a mock-up. I entered "john" in first name, nothing else, and clicked "find the jerk" and it brought up █████████

John: did you put in his email address?

John: zipcode for █████

me: so I bailed out of that

me: what zip code should I be using?

me: yeah, I filled in █████ and clicked find the jerk; it asked me for the zip code

John: Should we just change that to search?

John: did you click find the jerk?

me: I followed the instructions in the bottom frame (fill in █████, etc) and it wasn't clear what I was supposed to do

John: shit

me: It's not clear from the home page what I should do

John: it really works

me: it seems like a mock up. Does it work?

John: Is it good enough to show to angels or VCs?

John: then anytime you right click on someone it shows you the logo with the % for that person

John: yes, my idea is that you can install jerk.com on your machine

John: search

me: you also should demo integration with another site, like █████████

me: you need to offer people a compelling reason to interact with the site

me: it needs a real site designer/marketing person to work on it

me: it seems to work and all

John: really?

me: yeah, it looks pretty good

me: you and me both, then

John: so believe me, i understnad

John: I am in the same situation

me: and I need to focus on things that will correct that

me: I'm not trying to be a bastard or anything, but I'm pretty fucked cash-flow wise for the short term

me: I'd have to put in some serious time on this to think about how it should flow, etc

John: to think about the idea of releasing it

me: $$

John: yes, thats why i want you involved now

me: The best would be to go to VCs with this thing running in the wild

John: This can be run from anywhere.

John: This is what is getting you the island in the caribean

me: me?

John: Dont fuck this up

me: if you've got a good business plan to go with it

me: probably

CX0080

me: Ancestry.com, Various, classmates, and Ultimate social networks all have user-funded revenue, the rest don't. You'll see that they don't stand out at all.

me: and we're talking about valuations in the $ billions.

me: The second page shows social network valuation versus "user value" -- the product of number of monthly uniques and estimates for their average income -- and it really is what is driving the value

me: look at this:

me: the only negative of the jerk.com business plan is the blackmail-feeling revenue model, and it turns out that is not necessary

me: even AdultFriendFinder -- which had revenue -- fits the model as being revenue independent

me: Deal value has an r-squared of 0.87 for "user value", and revenue is independent

me: All the big social networking deals are done with minimal revenue

John: why?

me: A suggestion: do the Jerk.com business plan without the revenue component

me: And █████ will agree 100% if you show him the graph. You should be able to fund Jerk.com with a couple of $ million from a VC without a revenue model -- it's too great an idea. A catchy domain and ebay buyer/seller ratings that will permeate internet business.

me: You can take that advice as you want, but I wouldn't give it to anyone else for less than $30k in retainers. :-)

me: You there?

CX0081

John: I know but he wont give me the domain
me: it's totally easy
me: just in bulk.enom.com
John: or whatever you call them
John: or host records
John: how should I set up the dns for jerk.com
me: always
John: You there?
John: ok
me: under bulk.enom.com, click on domains-->Bulk Tools-->Bulk Add DNS Service
John: I know but i dont trust the registrar
me: It's $4/year/doman
John: I need to move that actually
me: same thing
me: look at netgames.com -- it's registered at a 3rd party registrar
John: How do i tell bulk that jerk.com is dns hosted for my account
John: How does bulk know which account to connect to which domain?
me: They show up in your account under "dns hosted"
John: How do I put them in, if I dont have the domain, it wont show up in my account
John: I know.
me: you put the IP addresses in, RMB
me: If you and he fight, he just changes it back, and 4 hours or so later it's done.
John: How do we set the dns records to resolved to our machines?
me: He just logs into his registrar, fills out the form that says, "DNS servers" to the bulk ones, and he's done.
John: so can i tell him to set it up just like xxxx.com domain?
me: he can change it back at any time.
me: It will be 100% under his control
me: He doesn't have to -- he just has to point the DNS for the domain to bulk
John: I dont think he will push the domain
John: which they have to accept
me: So, "ouch" -- did I offend you by saying I was your human google?
John: now jerk.com will get a request to move the dns
John: That makes a lot of sense to me.
me: Excellent
John: and wrote jerk.com
John: and entered the order
John: i did that
me: beep beep beep... bulk.enom.com... bulk tools
me: You don't like having me as your human Google? "Seach pete: DNS hosting jerk.com"
me: ouch what?

John: All it needs to do is generate traffic
John: If it takes off
John: I think it could be big for both of us
me: maybe my help with DNS is worth 1 share

John: lol

me: no imposition -- it's very satisfying to have all this useful shit in my head

John: I think jerk.com is going to be a big success

John: hurt my feelings a little

me: no! Not intentional at all

John: I already feel like I am imposing

CX0081-004

me: why don't you sue them?

John: maybe it should be on its own machine
John: Do you think jerk.com is going to get attacked by hackers?
John: ready
John: I think i will turn it on soon. It getting closer to read
me: It's good -- both from an execution and a process perspective.
me: yeah
John: that the development environment

me: yeah
me: but jerk.netgames.com
John: jerk.netgames.com
me: not jerk.com
me: yes
John: at all
John: did you look at the site?
me: it's probably a human process.
John: ok
me: it takes some time
me: whatever.
John: under netgames
John: jerk.com does not show up in my list yet
me: frankly, any attack that would affect the machine would affect the network more.
me: Hard to say.

CX0082

Here is the current executive summary for Jerk.com. ████ suggested we update it, I think so we can begin to circulate material on the company. Let me know if you have any good ideas for making it better or would like to edit.

john

On ebay you can review feedback related to transactions. That feature enables millions of buys and sellers to build relationships based on both trust, and the previous history of business dealings. On Amazon you can review feedback related to millions of specific products and come to trust a product based on the opinions of others who bought that product. Using the Internet movie database (IMDB) you can find out everything you could ever possibly want to know about a movie before you watch it. There are many examples of communities being built around provided useful feedback on, transactions, movies, products etc. Where on the internet can you go to find similar feedback review of people!

Jerk.com will provide a framework for uploading and posting, ratings, reviews, feedback, photos, and data on an individual personal basis.

Like Wikipedia this content will be grown organically from the users themselves and reflect the view of the people who have personal first hand knowledge of the jerk.com individual who is profiled.

Jerk.com will be pervasive within the individual's internet experience and across the consumer internet. Initially, Facebook and Myspace applications will keep the Jerk score relevant to the user, while the Jerk API will allow site developers to mash-up a reputation component in their sites. The Jerk score, integrated through the Jerk API, can re-create buyer rankings in eBay and provide an aggregate reputation to even thinly-trafficked sites on the web. This integration will be provided free of charge to site owners in order to gain widespread adoption.

1.   Profile Records are created: Anyone who searches the

database creates records and helps to build records. The main search page contains First Name Last Name and Email Address. The search engine can also request additional information which is added to the database on each search request. i.e. In order to complete your search request additional information is required. Please enter a zip code_____. The zipcode entered is added to the database record.

2.   Each person searching the database provides a rating from 1

to 10 on the individuals Jerk Level. The average rating is displayed for each user from Saint (1) to Jerk (10). This rating is always available to anyone who visits the site and cannot be hidden or removed.

3.   Each person searching the database is provided the

opportunity to enter a brief description of their interaction with the person displayed in the profile. i.e. This jerks stays up all night long playing loud music and harassing the neighborhood. We have had to call the police a dozen times. Before this feedback is posted to the record however, the email address registered for that profile will receive an email displaying the feedback, and providing the jerk the opportunity to dispute the feedback if they are a paying subscriber to jerk.com by simply clicking the dispute button.

4.   A user can claim his or her profile by simply replying to an

email sent to their email address, and choosing a password. One your record has been claimed, you can dispute any negative info posted there by clicking the dispute option on the record after you log in so long as you are a current paying member of the jerk.com dispute resolution membership service.

5.   Once a dispute is created with respect to an item it will not

be published until both parties agree on the content of the posting so long as you continue to maintain your active access to the dispute resolution membership service. Your record will however, display the number of outstanding unresolved disputes.

>From a business perspective the powerful positive attributes are :

- New Idea

- Good for society (positive change in behavior)

- Controversial and disruptive (attention from press)

- Strong appeal to teenage demographic

- Strong word of mouth

- Viral via links

- Compelling reason to buy

- Self building content and community

- Simple low cost execution

- Network effect

- Easily adopted into the lexicon

- Economies of scale leverage

- Domain name 2 syllables or less, no spelling confusion

- Self funding prior to tipping point

- No need to ship physical goods

- No need to buy resell content

- Market potential is every person on earth

CX0092
MARKED CONFIDENTIAL
REDACTED IN ITS ENTIRETY

CX0094

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of, Jerk, LLC, a limited liability company, also d/b/a JERK.COM, and John Fanning, individually and as a member of Jerk, LLC 　　　Respondents.	DOCKET NO. 9361 Chief Administrative Law Judge D. Michael Chappell

<u>DECLARATION OF</u> ▮▮▮▮▮▮▮▮▮

I, ▮▮▮▮▮▮, make the following declaration:

1.　　I am an employee of Facebook, Inc. I have personal knowledge of the facts set forth in this declaration except as indicated below, and, if called as a witness, I could and would testify to the following.

2.　　I am over the age of twenty-one (21) and am competent to give this testimony.

3.　　Facebook offers an online social networking service that enables people to connect and share with their friends, families, and coworkers. As of the signing of this Declaration, more than one billion people use Facebook's service each month.

4.　　Facebook hosts content that its users post on Facebook's site. Registered Facebook users can post photographs and other content on their personal "Timelines" (formerly called "Profiles"). Users can change this information at any time.

5.　　People who use Facebook can invite other people who use Facebook to become their "friends" on Facebook by sending them "friend requests." If the recipient of a friend request accepts the request, the two users' Timelines are connected as Facebook "friends."

6.   Facebook users can restrict access to information on their Timelines by using Facebook's privacy settings. These settings allow Facebook users to designate who can view information that they post to their Timelines. Currently, a user's name, username, user ID, gender, networks, and profile and cover photographs can be viewed on Facebook by anyone. Other information can, at the user's option, be set to "public" or restricted for viewing only by a user's Facebook friends, Facebook friends of friends, or a customized subset of people. These latter privacy settings can be changed at any time, and Facebook's services are designed to adhere to these settings.

7.   In addition to the people who use its service, Facebook also makes content posted on its service available (subject to limitations set by the content owners) to third-party application developers called "Facebook Developers," provided that the Developers agree to and comply with Facebook's user and developer agreements. Facebook operates a "development platform" ("Platform" or "Facebook Platform") that is the technological medium that enables Facebook Developers to run programs, applications, and websites that, with users' consent, interact with data on Facebook's website, including the content posted by people who use Facebook's service.

8.   Facebook permits Facebook Developers to access and interact with the content hosted on its site, subject to and restricted by Facebook's Developer Terms of Service and Statement of Rights and Responsibilities (collectively "Terms"). The Facebook Platform enables such access and includes a set of application programing interfaces ("APIs") and other services that enable third-party applications ("Facebook Applications") to interact with Facebook's services. Some of these APIs and services permit Facebook Developers to retrieve, in an automated fashion, publicly available information from users' Facebook Timelines. Facebook

Developers can also obtain through the Facebook Platform certain non-public data provided by users who have chosen to access or connect to the Developer's application and approved such access.

9. To access the features of Facebook services, including the ability to access and use the Facebook Platform, Facebook Developers must establish a Facebook account. They must sign up, provide the Developer's name, and establish a username and password.

10. Attached as **Exhibit A** is a true and correct copy of Facebook's Developer Terms of Service, dated December 4, 2008. The document titled "Developer Terms of Service" was later renamed "Developer Principles & Policies." Attached as **Exhibit B** is a true and correct copy of Facebook's Developer Principles & Policies dated October 27, 2009. Attached as **Exhibit C** is a true and correct copy of Facebook's Developer Principles & Policies dated April 21, 2010. The document titled "Developer Principles & Policies" was later renamed "Platform Policies." Attached as **Exhibit D** is a true and correct copy of Facebook's Platform Policies dated November 14, 2012. Exhibits A-D represent a sample of the relevant Developer Terms of Service documents that were in effect during the 2008-2012 time period but do not include every version published during that time period.

11. Facebook's Statement of Rights and Responsibilities—which applies to all of those who use Facebook's service—has been periodically updated over time. Attached as **Exhibit E** is a true and correct copy of Facebook's Statement of Rights and Responsibilities that was in effect as of August 28, 2009. Attached as **Exhibit F** is a true and correct copy of Facebook's Statement of Rights and Responsibilities that was in effect as of August 25, 2010. Attached as **Exhibit G** is a true and correct copy of Facebook's Statement of Rights and Responsibilities that was in effect as of April 26, 2011. Attached as **Exhibit H** is a true and

correct copy of Facebook's Statement of Rights and Responsibilities dated June 8, 2012. Exhibits E-H represent a sample of the relevant Statements of Rights and Responsibilities that were in effect during the 2009-2012 time period but do not include every version published during that time period.

12.   Attached as **Exhibit I** is a true and correct copy of Facebook's Automated Data Collection Terms dated April 15, 2010.

13.   Facebook has operated a publicly accessible website called the Facebook Public Directory, which lists the names of all Facebook users (whose privacy settings permit public search listings) and displays their profile photos. One central purpose of this Public Directory is search engine integration. The Facebook Public Directory allows internet search engines, such as Google, to query the Facebook user pages available through the Directory so that someone searching for a person's name on a search engine can learn whether the person has a Facebook profile.

14.   Use of the Facebook Public Directory by Facebook Developers is subject to Facebook's Terms, including the prohibitions against automated data collection and use stated above.

15.   In 2008, ▮▮▮▮▮ registered as a user and also registered as a Developer with Facebook. A true and correct copy of his Developer Registration Records is attached as **Exhibit J**.
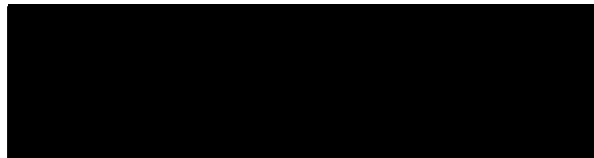
16.   The IP addresses associated with ▮▮▮ use of the Facebook Platform indicate that he was located in Romania. By February 2010, Savu had registered multiple applications on the Facebook Platform, including those named Jerk.com, Jerk2.com, Jerk3.com, Jerk4.com, Jerk.be, and jerk.be.

17. According to Facebook's records, very few Facebook users accessed or connected to these Jerk applications. Among these applications, jerk.be had the largest number of Facebook users accessing or connected to the application. Facebook's records indicate a total of 355 users accessed or connected to the jerk.be application.

18. The number of users who accessed or connected to each of the other Jerk applications was less than 60 users.

19. All of the aforementioned Jerk applications were ultimately disabled from the Facebook Platform. I am informed and understand that Facebook disabled several Jerk-related applications in 2011.

Pursuant to 28 U.S.C. § 1746, I declare, under the penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information, and belief.

Facebook, Inc.

Signed this 22 day of August 2014

CX0095

Exhibit A

Developer Terms of Service
Last revision date: December 4, 2008

Facebook Platform Terms of Service Preface:
Facebook Platform is a set of APIs and tools that provides a way for external applications to access Facebook content on behalf of Facebook users. Our goal in creating the Facebook Platform is to allow any developer to build an application that integrates with the Facebook site in the ways our own applications do. Facebook Platform lets you integrate into the Facebook website, offers you the potential for mass distribution, and even gives you the freedom to build a business around your application.

We're excited about Facebook Platform and invite you to build on it. Of course, we're committed to protecting our users and our site while enabling you to create applications, so we require you to abide by some specific terms. Please read the full terms of service below, as they govern your use of Facebook Platform. Some examples of what's covered in our Terms of Service:

We do our absolute best to keep Facebook Platform up and bug-free, but you use it at your own risk.
You own your application, and you're responsible for developing, operating, maintaining, and supporting it. You're also responsible for any content you show as a part of your application.
You can't use Facebook Platform for anything that infringes on anyone's rights or intellectual property, generates spam, phishes, or is illegal.
If your application allows file-sharing, you must adopt and implement an acceptable copyright policy, register an agent with the Copyright Office, and take some other steps, as outlined in the Facebook Platform Developer Copyright Information.
You must treat users' privacy with the same respect we do. If you directly collect personally identifiable information from users, you must post a privacy policy detailing what you'll do with that info.
You must be honest and accurate about what your application does and how it uses information from Facebook users. Your application cannot falsely represent itself.
You can only show information from Facebook Platform to a user if you retrieved it on behalf of that particular user.
You can only cache user information for up to 24 hours to assist with performance. The only exceptions are those listed in the Facebook Platform Documentation.
You can't show any ads or web search functionality on user profiles, but this restriction doesn't apply on application "canvas" pages. The Facebook Platform Application Guidelines have more details.
You can talk to the press and your users about your Facebook Platform application, so long as you do truthfully and without implying that your application is created or endorsed by Facebook (or otherwise embellishing your relationship with Facebook). However, you must get signoff from us before releasing any formal press releases. Check out the Facebook Platform Developer PR Policy for more info.

You can't use the word "face" in the name of your application, or the word "Facebook" before the top-level domain in your URL.
Other required reading:
Facebook Platform Application Guidelines, for more details on what is (and isn't) appropriate in a Facebook Platform application
Facebook Privacy Policy
Facebook Site Terms of Use
Facebook Platform Developer Copyright Information (if your application permits file-sharing)
Facebook Platform Documentation

Recommended reading:
Facebook Developer PR Guidelines
Facebook Platform API Updates News Feed
Facebook Developers Blog

Terms of Service
The terms and conditions set forth below (this "Agreement") govern your use of Facebook Platform (as defined below). If you are an individual acting as a representative of a corporation or other legal entity that wishes to use Facebook Platform, then you represent and agree that you enter into this Agreement on behalf of such entity, and that all provisions of this Agreement will bind that entity as if it were named in this Agreement in place of you. BY ACCEPTING THESE TERMS AND CONDITIONS, OR BY USING OR ACCESSING ANY PORTION OF FACEBOOK PLATFORM, YOU IRREVOCABLY AGREE TO THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE ALL AUTHORITY NECESSARY TO BIND YOURSELF (AND, IF YOU ARE EMPLOYED BY OR OTHERWISE REPRESENT ANY CORPORATION OR OTHER LEGAL ENTITY THAT WISHES TO USE FACEBOOK PLATFORM, THAT ENTITY) TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE FACEBOOK PLATFORM.

Section 1: Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the meanings attributed to them below (and other terms used in this Agreement with initial letters capitalized will have the meanings attributed to them elsewhere in this Agreement).

"Applicable Facebook User" means, with respect to any Facebook Properties, the Session Owner associated with the Call through which such Facebook Properties were retrieved.

"Call" means an automated call or other data retrieval request delivered to or through Facebook Platform in accordance with the Facebook Platform Documentation.

"Data Repository" means any spreadsheet, database, physical document, server, network, or other repository of information, whether centralized or distributed.

"Exportable Facebook Properties" means, as of any given time, any types of Facebook Properties that are expressly designated by Facebook at that time in the Facebook Platform Documentation and in the implementation of Facebook Platform as being "exportable" to Applications and Data Repositories operated by persons other than you. For the avoidance of doubt: (a) any types of Facebook Properties that are not expressly designated by Facebook in both the Facebook Platform Documentation and in the implementation of Facebook Platform as being "exportable" to such Applications and Data Repositories shall not be deemed Exportable Facebook Properties; and (b) Facebook reserves the right to revoke the designation of any types of Facebook Properties as being "Exportable Facebook Properties" at any time.

"Facebook" or "us" (and conjugations thereof as required by the context) means Facebook, Inc. and/or its corporate affiliates collectively.

"Facebook Platform" means a set of APIs and services provided by Facebook that enable websites and applications (collectively, "Applications") to retrieve data relating to Facebook Users made available by Facebook and/or retrieve authorized data from other Applications. The term "Facebook Platform" includes any data, images, text, content, code, APIs, tools or other information or materials provided by Facebook through or in connection with such APIs and services (collectively, the "Facebook Properties").

"Facebook Platform Application" means an Application that interfaces with Facebook Platform and all services offered through or in connection with such Application (whether such Application is hosted on your site, a third party site, the Facebook Site, or is client-resident).

"Facebook Platform Application Content" means any data, images, text, content, code or other copyrightable materials or other information or materials of any kind (other than any Facebook Properties) that is included in, provided through or used in connection with your Facebook Platform Application or otherwise provided by you to Facebook, or that you have uploaded to our servers or have directed us to download or otherwise obtain from third party Applications or other sources.

"Facebook Platform Documentation" means the technical documentation applicable to Facebook Platform made available by Facebook from time to time at http://developers.facebook.com (or such other URL as Facebook may designate from time to time).

"Facebook Site" means that web site, the primary home page of which is accessible through the URL http://www.facebook.com.

"Facebook User" means a human user of the Facebook Site.

"Intellectual Property Rights" means any patent rights, copyright, trade secret rights, trademark rights (including rights in trade names, trade dress, service marks, URLs or other source of business identifiers), rights in industrial property and industrial designs, moral rights and all other intellectual property or proprietary rights arising under the laws of any jurisdiction worldwide, including all rights or causes of action for infringement or misappropriation of any of the foregoing, and all rights in any registrations, applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues for any of the foregoing.

"Session Key" means a unique session key associated by Facebook with a Call.

"Session Owner" means a unique Facebook User associated by Facebook with a Session Key.

Section 2: Conditions of Use

Your use of Facebook Platform, including the Facebook Properties, is subject to this Agreement, and also to the Facebook Site Terms of Use, the Facebook Platform Documentation and the Facebook Platform Application Guidelines, each of which is incorporated into this Agreement by this reference.

A. Certain General Requirements. Subject to the terms of this Agreement:

1) You may create Facebook Platform Applications;

2) Your Facebook Platform Applications may access and use Facebook Properties and/or Facebook Platform Application Content, and your Facebook Platform Applications may be accessed from the Facebook Site;

3) As provided in the Facebook Platform Documentation, your Facebook Platform Applications may make Calls at any time that Facebook Platform is available. We may at any time, and over any given period of time, limit the number of Calls any Facebook Platform Application may send to Facebook Platform, or prohibit any Facebook Platform Application from sending Calls to Facebook Platform, as we deem appropriate in our sole discretion;

4) Except as provided in Section 2.A.6 below, you may not continue to use, and must immediately remove from any Facebook Platform Application and any Data Repository in your possession or under your control, any Facebook Properties not explicitly identified as being storable indefinitely in the Facebook Platform Documentation within 24 hours after the time at which you obtained the data, or such other time as Facebook may specify to you from time to time;

5) You may store and use indefinitely any Facebook Properties that are explicitly identified as being storable indefinitely in the Facebook Platform Documentation; provided, however, that except as provided in Section 2.A.6 below, you may not continue to use, and must immediately remove from any Facebook Platform Application and any Data Repository in your possession or under your control, any such Facebook Properties: (a) if Facebook ceases to explicitly identify the same as being storable indefinitely in the Facebook Platform Documentation; (b) upon notice from Facebook (including if we notify you that a particular Facebook User has requested that their information be made inaccessible to that Facebook Platform Application); or (c) upon any termination of this Agreement or of your use of or participation in Facebook Platform;

6) You may retain copies of Exportable Facebook Properties for such period of time (if any) as the Applicable Facebook User for such Exportable Facebook Properties may approve, if (and only if) such Applicable Facebook User expressly approves your doing so pursuant to an affirmative "opt-in" after receiving a prominent disclosure of (a) the uses you intend to make of such Exportable Facebook Properties, (b) the duration for which you will retain copies of such Exportable Facebook Properties and (c) any terms and conditions governing your use of such Exportable Facebook Properties (a "Full Disclosure Opt-In");

7) You will at all times comply: (a) with all applicable local, state, national, and international laws and regulations, including, without limitation all applicable export control laws and regulations and country-specific economic sanctions implemented by the United States Office of Foreign Assets Control in connection with your use of Facebook Platform, (b) obtain and maintain all licenses, permits and other permissions necessary in connection with the Facebook Platform Application, and (c) if your Facebook Platform Application involves payments from Facebook Users or payment or account information, comply with all rules and regulations of any applicable payment network or association (e.g., Visa, MasterCard, Star, Plus), including, without limitation, the Payment Card Industry Data Security Standard;

8) You will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any Facebook Properties to any country (or national thereof) without obtaining any required prior authorizations from the appropriate government authorities;

9) You will not use Facebook Platform or any of your Facebook Platform Applications, and your Facebook Platform Application will not be designed:

(i) in a manner that infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights or that is misleading, deceptive or fraudulent;

(ii) in a manner that is misleading, deceptive or fraudulent;

(iii) to engage in spamming or other advertising or marketing activities that violate any applicable laws, regulations or generally-accepted advertising industry guidelines;

(iv) in a manner that is fraudulent or otherwise illegal or promotes illegal activities, including without limitation engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;

(v) in any manner that might be libelous or defamatory, or in a way that is otherwise malicious or harmful to any person or entity, or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age;

(vi) to request, collect, solicit or otherwise obtain access to usernames, passwords or other authentication credentials from any Facebook Users, or to proxy authentication credentials for any Facebook Users for the purposes of automating logins to the Facebook Site;

(vii) to impersonate any person, or to obtain access to the Facebook Site without authorization;

(viii) to enable you to personally identify any Facebook User except with their express consent;

(ix) for the primary purpose of facilitating the distribution of copyrighted content without the authorization of the copyright holder;

10) Without limiting your other obligations under this Agreement, with respect to your usage of Facebook Platform and any installation and use by any Facebook Users of your Facebook Platform Applications, you agree to implement and observe standards of privacy and confidentiality for the collection, use and sharing of any data related to any Facebook User that are at least as stringent and user-favorable as the standards set forth in the Facebook Privacy Policy;

11) You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Facebook Site or Facebook Platform, or any portion or feature of either;

12) You will provide any information and/or other materials related to your Facebook Platform Applications reasonably requested by Facebook from time to time to verify your compliance with this Agreement. If any of your Facebook Platform Applications are available online, you acknowledge and agree that Facebook may crawl or otherwise monitor your Facebook Platform Applications for the purpose of verifying your compliance with this Agreement, and that you will not seek to block or otherwise interfere with such crawling or monitoring (and that we

and/or our affiliates or agents may use technical means to overcome any methods used on your Facebook Platform Applications to block or interfere with such crawling or monitoring). If any of your Facebook Platform Applications are client-resident (including on a mobile device), you agree to furnish a copy of such Facebook Platform Applications and any supporting documentation upon request for the purpose of verifying your compliance with this Agreement; and

13) You acknowledge and agree that Facebook may include within the Facebook Properties "dummy" information that does not relate to any actual person, without specifically identifying such information, for the purposes of allowing Facebook to monitor compliance with this Agreement.

14) You will not, in any terms of service or license agreement applicable to any of your Facebook Platform Applications, or otherwise, impose or purport to impose any obligation on any person, or grant or purport to grant any right, power or authority to yourself or any other person, that would be inconsistent with this Agreement, and you agree that any such obligation, right, power or authority purportedly imposed or granted shall be null and void ab initio.

B. Presentation and Distribution
1) Your Facebook Platform Applications may display Facebook Properties retrieved through Facebook Platform in any format you choose, subject to the terms and conditions contained in this Agreement; provided that, you may not (a) display or otherwise provide any Facebook Properties to any person other than the Applicable Facebook User (i.e., the Facebook User uniquely associated by Facebook with the Call through which such Facebook Properties were retrieved), or (b) otherwise display or provide (or assist any third party to display or provide) to any person any Facebook Properties that such person would not properly have been able to access through the Facebook Site. For the avoidance of doubt, the foregoing will not prohibit you from displaying or providing information that you collect entirely independently of the Facebook Site and Facebook Platform, even if such information is identical to information contained in Facebook Properties;

2) You may not edit or modify Facebook Properties in any way, except with respect to graphic images, to re-size such images while maintaining the same relative proportions of the image.

3) You may not remove, obscure, or alter any notice of patent, copyright, trademark or other proprietary right appearing on or contained within Facebook Platform (including, without limitation, any Facebook Properties).

4) You may not store any Facebook Properties in any Data Repository which enables any third party (other than the Applicable Facebook User for such Facebook Properties) to access or share the Facebook Properties without our prior written consent.

5) You may not sell, resell, lease, redistribute, license, sublicense or transfer all or any portion of the Facebook Properties, or use or store any Facebook Properties for any purpose other than as specifically authorized herein.

6) Your Facebook Platform Applications may not be designed or implemented a way that might mislead a user into believing he or she is interacting directly with the Facebook Site when interacting with any of your Facebook Platform Applications, or that any of your Facebook Platform Applications were created by or are endorsed by Facebook, as determined by Facebook in its sole discretion. If you are directly directly collecting any personally identifiable information from any user, it must be clear that the information is being collected directly by you, and not by Facebook, and you must clearly post a link to your privacy policy at the point such information is collected. Such privacy policy must be at least as stringent and user-favorable as the Facebook Privacy Policy and you must fully comply with such policy in the collection, use and storage of such personal information, as well as complying with any privacy settings selected by the user for their Facebook account of which you are aware.

7) If any of your Facebook Platform Applications are designed to be presented in a "frame" or to be "embedded" into any page of the Facebook Site (e.g., via FBML), or you otherwise consent to any similar presentation, you grant Facebook the right to (a) link to your Facebook Platform Applications (and any Facebook Platform Application Content provided through your Facebook Platform Application) and (b) "frame" or otherwise display and permit third parties to display navigational elements and content (including, without limitation, advertising and promotional content) in conjunction with your Facebook Platform Applications and any Facebook Platform Application Content displayed on or linked to from the Facebook Site.

8) Notwithstanding the provisions of Sections 2.B.1, 2.B.2 and 2.B.5 above, if (and only if) the Applicable Facebook User for any Exportable Facebook Properties expressly approves your doing so pursuant to a Full Disclosure Opt-In, you may additionally display, provide, edit, modify, sell, resell, lease, redistribute, license, sublicense or transfer such Exportable Facebook Properties in such manner as, and only to the extent that, such Applicable Facebook User may approve.

C. Confidential Information
The term "Facebook Confidential Information means any information of or relating to Facebook that becomes known to you through disclosure, observation or otherwise, and that either is designated as confidential by Facebook or that is not generally known or readily ascertainable to the public, including, without limitation, nonpublic information regarding Facebook Platform (including the Facebook Properties) and Facebook's products, services, programs, features, data, techniques, technology, code, ideas, inventions, research, testing, methods, procedures, know-how, trade secrets, business and financial information and other activities. All Facebook Confidential Information remains the property of Facebook, and no

license or other right in any Facebook Confidential Information is granted hereby. You will not disclose any Facebook Confidential Information to any third party, and will take all reasonable precautions to prevent its unauthorized dissemination, both during and after the term of this Agreement. If you are a corporate entity, you will limit your internal distribution of Facebook Confidential Information to your employees and agents who have a need to know, and will take steps to ensure that dissemination is so limited. You will not use any Facebook Confidential Information for the benefit of anyone other than Facebook. Upon Facebook's written request, you will destroy or return to Facebook all Facebook Confidential Information in your custody or control. In addition to the terms of this provision, you and Facebook will continue to be subject to any non-disclosure agreement that you and Facebook have entered into separately. This provision will survive any termination of this Agreement.

D. Copyright Complaints; Repeat Infringer Policy
You agree to take whatever actions are necessary or are requested by Facebook to enable us to comply with our Facebook Copyright Policy and the take-down and other provisions of the Digital Millennium Copyright Act ("DMCA") or other applicable laws and regulations with respect to your Facebook Platform Applications and/or Facebook Platform Application Content. In addition, you acknowledge that in accordance with the DMCA and other applicable law, Facebook has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users and developers who are deemed to be repeat infringers, and that you agree that you will, if requested by us, take reasonable steps to terminate access to your Facebook Platform Application for any user who we identify to you as a repeat infringer.

E. Customer Service.
You agree to provide Facebook with an e-mail address to which inquiries from Facebook Users regarding your Facebook Platform Application may be directed. You acknowledge and agree that you are solely responsible for providing all support and other information regarding your Facebook Platform Application to Facebook Users.

F. Specific Requirements for Certain Facebook Platform Applications that Permit Sharing of Content
This Section F. applies only to Facebook Platform Applications that permit a Facebook User to download, view, listen to and/or otherwise access any Facebook Platform Application Content owned by a third party and made available by another Facebook User. If your Facebook Platform Application falls into this category, you agree that you will:

1) Host a page containing either our sample copyright policy (with your name and contact information filled in), or another policy that imposes at least the same requirements on you and that we approve in writing (a "Developer Copyright Policy");

2) Include a prominent link to your Developer Copyright Policy on each page of your Facebook Platform Application or other feature of your Facebook Platform Application (such as a profile box) through which Facebook Users can view, hear or otherwise access Facebook Platform Application Content owned by a third party and made available by another Facebook User, with the link being entitled "Report Infringing Content" or words to the same effect.

3) Register a Designated Agent to receive notices of claimed infringement with the U.S. Copyright Office. To register a Designated Agent, you must fill out the form located here: http://www.copyright.gov/onlinesp/agent.pdf. You may either fill out the form online and print it out, or print out the blank form and fill it in by hand. After you have completed the form, you must mail it, together with a check for $80 made out to the "Register of Copyrights" to the following address: Copyright GC/I&R, P.O. Box 70400, Washington, DC 20024.

4) Conscientiously follow your Developer Copyright Policy. PLEASE READ THE SAMPLE POLICY CAREFULLY. IF YOU DO NOT BELIEVE THAT YOU CAN COMPLY WITH ANY OF THE PROVISIONS OF THAT SAMPLE POLICY, YOU MAY NOT ACCESS OR USE FACEBOOK PLATFORM IN CONNECTION WITH YOUR FACEBOOK PLATFORM APPLICATION.

5) Include the following statement reasonably prominently on each page of your Facebook Platform Application (or other interface provided by your Facebook Platform Application) through which Facebook Users can upload or otherwise make Facebook Platform Application Content owned by a third party available:

"By making any content available through this application, you represent and warrant that you own all rights necessary to properly do so."

6) Without limitation of your obligations under this Section 2.F or the Developer Copyright Policy, you agree that you will:

(a) expeditiously (and in any event in no more than 48 hours) disable access to any Facebook Platform Application Content for which you receive a notice of claimed infringement that includes the information described in your Developer Copyright Policy, or as to which you otherwise have knowledge that it is infringing;

(b) promptly (and in any event in no more than 48 hours) follow up with anyone who submits a notice of claimed infringement that does not include all of that information, but who provides you with contact information, to ask them to provide any missing information; and

(c) promptly (and in any event in no more than 48 hours) terminate access to your Facebook Platform Application for any Facebook Users who are found to be repeat infringers.

THE STEPS DESCRIBED ABOVE ARE CONDITIONS OF FACEBOOK GIVING YOU
ACCESS TO FACEBOOK PLATFORM ONLY. FACEBOOK IS NOT PROVIDING LEGAL
ADVICE TO YOU, AND FACEBOOK DOES NOT GUARANTEE, REPRESENT OR
WARRANT THAT YOUR POSTING, IMPLEMENTING OR COMPLYING WITH ANY
SAMPLE POLICY WE MAKE AVAILABLE OR ANY OTHER COPYRIGHT POLICY WILL
PROTECT YOU FROM LIABILITY OR BRING YOU INTO COMPLIANCE WITH
APPLICABLE LAWS. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR COMPLYING
WITH ALL APPLICABLE LAWS, INCLUDING COPYRIGHT LAWS, IN CONNECTION
WITH YOUR FACEBOOK PLATFORM APPLICATION, AND WE ENCOURAGE YOU TO
OBTAIN INDEPENDENT LEGAL COUNSEL.

G. Facebook Connect
"Facebook Connect" is a feature that enables Applications and/or Websites to
identify Facebook Users on your website, temporarily import to your website
information about Facebook Users' Friends, link to or otherwise interact with
communications features on the Facebook Site, and enable Facebook to publish
notices on the Facebook Site regarding actions taken by a Facebook User on your
Website.

"Website" means a website that interfaces with Facebook Platform, all services
offered through or in connection with such website, and any data, images, text,
content, code or other copyrightable materials or other information or materials of
any kind (other than any Facebook Properties) that is included in, provided through
or used in connection with your Application.

"Website Content" means any data, images, text, content, code or other
copyrightable materials or other information or materials of any kind (other than
any Facebook Properties) that is provided to Facebook, either directly or indirectly
in connection with your Website.

You may use Facebook Connect to allow Facebook Users to connect their Facebook
account with your Website, and use their Facebook login credentials to log in to
your Website. The authentication controls and methods that you provide to
Facebook Users must comply with the Facebook Connect Policies. Prior to sharing
user actions or user data with Facebook via Facebook Connect, you must obtain user
consent to do so, either via a statement in your privacy policy or through an explicit
opt in on your Website. Additionally, if you are subject to the Video Privacy
Protection Act, you must comply with such act and all related legislation, including
obtaining explicit opt in consent from your user prior or simultaneously to each
time the user takes an action on your Website that is shared by you with Facebook.
You will provide a process, placed in a prominent location on your Website, for
Facebook Users who wish to disconnect or otherwise disassociate their Facebook
account from your Website. In the event a User disconnects or disassociates their
Facebook account from your Website (either through your Website or through
Facebook), you will immediately delete any and all user data from your Application,

Website and any spreadsheet, database, physical document, server, network, or other repository of information, whether centralized or distributed.

Each reference in this Agreement to "Application" will also be considered a reference to the term "Website" and each reference in this Agreement to "Application Content" will also be considered a reference to the term "Website Content".

Section 3: Fees

We reserve the right to charge a fee for using Facebook Platform and/or any individual features thereof at any time in our sole discretion. If we do charge a fee for using Facebook Platform or any feature thereof you do not have any obligation to continue to use Facebook Platform or the applicable feature. However, if you do: (i) we reserve the right to specify the manner in which the fee will be calculated, the terms on which you will be invoiced and charged and the terms of payment; and (ii) any and all fees payable by you pursuant to this Agreement are expressed exclusive of all taxes and duties, including Value Added Tax ("VAT") or any similar applicable sales tax. In addition to such fees payable, you will pay any sales, use, value-added or import taxes, customs duties or similar taxes that may be assessed by any state and/or jurisdiction (collectively, "Taxes") that Facebook is legally required to charge on the applicable fees under this Agreement. If requested to do so by Facebook, or as otherwise required by applicable law, you will supply your VAT identification number to Facebook. We may also change the fees or fee structure for Facebook Platform or any feature thereof at any time in our sole discretion, and in such event your continued use of Facebook Platform or such feature constitutes your agreement to such change (provided, that you will not have any obligation to continue to use Facebook Platform or such feature).

Section 4: Ownership and Licenses

As between you and Facebook: (a) you retain all right, title and interest in and to, and Facebook obtains no rights of any kind (other than the rights and licenses expressly granted in this Agreement) in, Facebook Platform Applications you create and in the Facebook Platform Application Content, and all associated Intellectual Property Rights (subject to Facebook's underlying rights in Facebook Platform and Facebook Site); and (b) Facebook retains all right, title and interest in and to, and you obtain no rights of any kind (other than the rights and licenses expressly granted in this Agreement) in, Facebook Platform (including without limitation all Facebook Properties), the Facebook Site, the Facebook Platform Documentation, any derivative works of any of them, and all associated Intellectual Property Rights.

You are granted a limited, nonexclusive, revocable license, during the term of this Agreement, to access Facebook Platform and Facebook Platform Documentation solely as necessary to run Facebook Platform Applications that meet all the requirements and conditions set forth in this Agreement, and to use any Facebook

Properties provided to you via Facebook Platform in accordance with the terms of this Agreement. Facebook has the right at any time in its sole discretion, and immediately upon notice, to terminate the foregoing licenses and any other licenses and rights granted in this Agreement and to request that you delete all such Facebook Properties and all materials containing any Facebook Properties that are in your possession or control, and you will promptly comply with any such request (except, with respect to any Exportable Facebook Properties, to the extent that you have been granted any other rights with respect to such Exportable Facebook Properties by the Applicable Facebook User pursuant to a Full Disclosure Opt-In). ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE HEREBY RESERVED BY FACEBOOK AND ITS RESPECTIVE LICENSORS.

By accessing Facebook Platform, or submitting any Facebook Platform Application to us to be hosted by us, you are directing us to store copies of that Facebook Platform Application (if applicable) and any and all Facebook Platform Application Content provided through any Facebook Platform Application on our servers. You hereby grant us a worldwide, perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to: (a) access, reproduce, display, distribute, perform, and store on our servers your Facebook Platform Application and any Facebook Platform Application Content, and to create derivative works of Facebook Platform Application Content, as may be necessary or desirable to make such Facebook Platform Application and Facebook Platform Application Content available to Facebook Users in accordance with the terms of this Agreement and the Facebook Platform Documentation and the Facebook Platform Application Guidelines; and (b) otherwise access, use and analyze any Facebook Platform Application Content for our internal business purposes (e.g., for the purposes of targeting delivery of advertisements or other content to persons who have viewed particular types of Facebook Platform Application Content). You understand and agree that Facebook Platform Application Content that is displayed on the Facebook Site may continue to appear on the Facebook Site, even after you have terminated access to your Facebook Platform Application or terminated this Agreement, as such Facebook Platform Application Content may have been incorporated into user profiles, news feeds or other features, and that such usage may continue indefinitely.

You understand and acknowledge that Facebook may be independently creating Applications, content and other products or services that may be similar to your Facebook Platform Applications and Facebook Platform Application Content, and nothing in this Agreement will be construed as restricting or preventing Facebook from creating and fully exploiting such Applications, content and other items, without any obligation to you. You may from time to time elect, in your sole discretion, to provide suggestions, comments, improvements, ideas or other feedback or materials to us related to Facebook Platform or Facebook Site (collectively, "Feedback"). If you elect to provide us any such Feedback, you assign and agree to assign all right, title and interest in and to such Feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such Feedback in any manner without restriction, and without any obligation of

confidentiality, attribution or compensation or other duty to account. You agree to promptly take such actions as Facebook may reasonably request from time to time (including execution of affidavits and other documents) to effect, perfect or confirm Facebook's ownership rights as set forth in this Agreement.

Section 5: Certain Developer Obligations, Representations and Warranties

A) You acknowledge that you are solely responsible for, and that Facebook has no responsibility or liability of any kind for, the development, operation, and maintenance of your Facebook Platform Applications and for all Facebook Platform Application Content or other materials that appear on or within your Facebook Platform Applications. For example, you will be solely responsible for:

the technical operation of your Facebook Platform Applications and all related equipment;
creating and displaying information and content on, through or within your Facebook Platform Applications;
the accuracy and appropriateness of your Facebook Platform Applications and the Facebook Platform Application Content or other materials available on, through or within your Facebook Platform Applications;
ensuring that your Facebook Platform Applications and the Facebook Platform Application Content and/or other materials available on, through or within your Facebook Platform Applications do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights);
ensuring that the Facebook Platform Application Content and other materials available on, through or within your Facebook Platform Applications are not libelous or otherwise illegal;
ensuring that you accurately and adequately disclose, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers, and that you fully comply with such privacy policy, which must be at least as stringent and user-favorable as the Facebook Privacy Policy; and
any claims relating to any of your Facebook Platform Applications or any Facebook Platform Application Content by users or other third parties.
B) You represent, warrant and covenant to us that:

(1) you have all rights necessary to properly grant us all of the rights and licenses set forth in Section 4 above and elsewhere in this Agreement without violating the rights of any third party,

(2) your Facebook Platform Applications, the Facebook Platform Application Content, and the use thereof by Facebook and Facebook Users do not and will not violate, misappropriate or infringe the rights of any person or entity including any

contract rights or any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person or entity,

(3) you do now, and at all times you provide a Facebook Platform Application will: (a) comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws and regulations and country-specific economic sanctions implemented by the United States Office of Foreign Assets Control in connection with your use of Facebook Platform, (b) maintain all licenses, permits and other permissions necessary in connection with the Facebook Platform Application, and (c) if your Facebook Platform Application does or will involve payments from Facebook Users or payment or account information, comply with all rules and regulations of any applicable payment network or association (e.g., Visa, MasterCard, Star, Plus), including, without limitation, the Payment Card Industry Data Security Standard;

(4) our downloading or accessing of any Facebook Platform Application Content from third party servers or other third party sources as directed by you or your Facebook Platform Application does not and will not violate any contractual or legal obligation imposed on us or you (e.g., any prohibition on downloading or accessing content or using content for commercial purposes that may be contained in the "Terms of Service" or similar terms applicable to any website from which you or your Facebook Platform Application direct us to download or access any Facebook Platform Application Content);

(5) the Facebook Platform Application Content will not be obscene, defamatory, fraudulent or otherwise illegal in any jurisdiction and will otherwise comply with all user conduct and user content rules set forth in the Facebook Site Terms of Use, the Facebook Platform Documentation and the Facebook Platform Application Guidelines;

(6) neither your Facebook Platform Applications nor any Facebook Platform Application Content contains or will contain any virus, worm, Trojan horse, adware, spyware or other malicious code.

(7) your Facebook Platform Application and the Facebook Platform Application Content will at all times comply with the terms of this Agreement and the Facebook Platform Application Guidelines, and any other policies or guidelines referenced in this Agreement or on the Facebook Site; and

(8) you will provide Facebook with information about a particular Facebook User of your Facebook Platform Application if Facebook reasonably believes that such information is necessary to prevent or investigate the commission of a crime.

Section 6: Publicity; Trademark Usage

A) You and we may generally publicize your use of Facebook Platform; provided, however, that you may not issue or consent to any press release (including to the Internet press, e.g., any blogs) with respect to Facebook Platform or this Agreement without our prior written consent. For more information, please see the Facebook Developer PR Guidelines. Facebook may, at any time in its sole discretion, prepare and issue press releases, statements, and promotional and other materials mentioning and/or describing Facebook Platform Applications you have created using Facebook Platform, identifying you as the developer of such Facebook Platform Applications, and otherwise describing the relationship between you and Facebook.

B) You may state that any of your Facebook Platform Applications that comply with the terms of this Agreement are "built on Facebook Platform".

C) We may make available to you certain graphic images, trademarks, trade names, service marks or logos owned or licensed by Facebook or its affiliates ("Marks") that you may use in conjunction with the display of Facebook Properties solely for the purpose of indicating that your Facebook Platform Applications were created to interface with Facebook Platform. You may not use the Marks (a) in a trademark manner or to suggest that Facebook is associated with, endorses, sponsors or has any other connection to any of your Facebook Platform Applications other than the fact that it was created to interface with Facebook Platform; or (b) in any manner that disparages Facebook, its affiliates or its licensors, or that otherwise dilutes or tarnishes the Marks.

You may not use the terms "Facebook" or "Face" as any part of the name of your Facebook Platform Application, including without limitation "Facebook [application name]", "[application name] on Facebook," "[application name] for Facebook," or "Face[application name]." Further, you may not use the term "Facebook", or variations or misspellings of Facebook (e.g. FBOOK), in the name of a URL to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, URLs such as "facebook.xxx.com", "faacebook.com ", or "facebookprofiles.net" are expressly prohibited. Other than your limited right to use the Marks in a non-trademark manner as provided in this Agreement, you may not make any use of the Marks. Facebook and its licensors retain all right, title and interest in and to the Marks, and all goodwill arising out of any use of the Marks by you will inure to the sole benefit of Facebook. You will not at any time now or in the future challenge or assist others to challenge the validity of the Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. You agree to follow any Trademark Guidelines established by Facebook with respect to your use of any Marks as those guidelines may change from time to time. You must immediately discontinue use of any Mark as specified by us at any time in writing. We may modify any Marks provided to you at any time, and upon notice, you will use only the modified Marks and not the old Marks.

D) All trade names, trademarks, service marks, logos, and trade dress on the Facebook Site are either trademarks or registered trademarks of Facebook or its licensors. Other than as specified in this Agreement, you may not copy, imitate or use any registered or unregistered trademark, service mark, trade name, logo, trade dress, URL or other business identifier of Facebook or third parties that advertise on the Facebook Site unless you obtain Facebook's and any applicable third party's prior written consent. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or state or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including, without limitation, by stating or implying that Facebook or any third party that advertises on the Facebook Site supports, sponsors, endorses, or contributes money to you or your business endeavors).

E) You may not promote your Application as being intended or primarily useful for any unlawful activity.

Section 7: Account Identifiers

You are allowed to only create one Facebook Platform account per valid Facebook Site account. If you are an individual acting as a representative of a corporation or other legal entity that wishes to use Facebook Platform, then your individual Facebook Site account, or that of another employee of such entity will be deemed to satisfy this requirement. Facebook Platform accounts are associated with one or more public key/private key pairs, which you must use to access Facebook Platform. Examples include a Facebook-issued Access Key ID string (as a public key) and a Facebook-issued Secret Access Key string (as a private key). When you complete the account creation process, you will be issued unique account identifiers, and may add a public key to your account. Account identifiers (i) identify your account and (ii) allow your Facebook Platform Applications to make Calls to Facebook Platform. Account identifiers are immutable and will always uniquely identify your Facebook Platform account. Public key/private key pairs are unique to your account and are subject to change. Private keys are for your personal use only and you may not sell, transfer, lease, distribute, sublicense or otherwise disclose your private key to any other party, except when the private key is by necessity embedded in the source code of a client-resident Facebook Platform Application. You may use your public key in the open in requests to Facebook Platform; however, you are responsible for maintaining the secrecy of your private key. You are fully responsible for all activities that occur under your account identifiers. You should contact Facebook immediately if you believe a third party may be using your private key, or if your private key is otherwise lost or stolen. You are responsible for maintaining up-to-date and accurate information (including without limitation valid contact information) with respect to your Facebook Platform account. Facebook and its affiliates are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data which you submit in connection with your account.

Section 8: Beta Testing

From time to time Facebook may conduct open beta tests (each a "Beta") of new features or versions of Facebook Platform (each a "Beta Product"). If you choose to register for a Beta, your participation is subject to the following additional terms:

You understand that the overall design of the Beta Product could change throughout the course of the Beta and that Facebook reserves the right to change or withdraw the Beta Product, discontinue the Beta, revoke your license to the Beta, or release the Beta Product as a final version at any time in its sole discretion.
You agree to record and report all problems, issues, ideas, feedback and suggestions for enhancements to the Beta Product ("Beta Test Results") to Facebook on a timely basis to the email address that will be provided to you along with the beta testing materials, and during the Beta period, you will not speak to the press (including Internet press, e.g., blogs) regarding the Beta or the Beta Product, without our prior written consent.
You hereby assign all right title and interest in and to any Beta Test Results to Facebook and/or its affiliates, as applicable, and acknowledge that Facebook and/or its affiliates have the unrestricted right to use and exploit such Beta Test Results in any manner, with or without attribution, and without compensation or any duty to account to you for such use.
You agree that any Facebook Platform Applications you build and release based on the Beta Test Product during the Beta Test will be labeled as "beta".
Section 9: DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

FACEBOOK PLATFORM (INCLUDING, WITHOUT LIMITATION, ANY FACEBOOK PROPERTIES) AND FACEBOOK PLATFORM DOCUMENTATION ARE PROVIDED BY FACEBOOK ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS, DEFECTS AND ERRORS" BASIS. FACEBOOK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO FACEBOOK PLATFORM OR FACEBOOK PLATFORM DOCUMENTATION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF FACEBOOK PLATFORM IS AT YOUR SOLE RISK. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FACEBOOK DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FACEBOOK DOES NOT WARRANT THAT FACEBOOK PLATFORM (INCLUDING, WITHOUT LIMITATION ANY FACEBOOK PROPERTIES) IS FREE OF VIRUSES, WORMS, TROJANS, SPYWARE OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION.

FACEBOOK WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF, OR INABILITY TO USE, FACEBOOK, FACEBOOK PLATFORM OR

FACEBOOK PLATFORM DOCUMENTATION, FROM ANY TERMINATION OF THIS AGREEMENT OR YOUR ABILITY TO USE OR PARTICIPATE IN FACEBOOK PLATFORM FOR ANY REASON, FROM DISABLING OR REMOVING ANY APPLICATIONS HOSTED BY FACEBOOK, OR FROM ANY USE OR MISUSE OF YOUR FACEBOOK PLATFORM APPLICATION OR OF FACEBOOK PLATFORM APPLICATION CONTENT BY ANY FACEBOOK USER OR ANY OTHER THIRD PARTY, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA, BUSINESS OR ANTICIPATED PROFITS, WHETHER OR NOT FACEBOOK WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND SO SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIMIT FACEBOOK'S LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT ONLY THAT IT ARISES AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF FACEBOOK OR OF ITS EMPLOYEES, AGENTS OR AUTHORIZED REPRESENTATIVES.

Section 10: Release and Indemnification

A) You hereby irrevocably and unconditionally release and covenant not to sue or pursue any other claim against Facebook, or any of its licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims: (i) pertaining to your Facebook Platform Applications or the Facebook Platform Application Content, or any intellectual property you develop that is based on, uses, or relates to Facebook Platform or any portion thereof; and/or (ii) which otherwise may arise in connection with your use of, reliance on, or reference to Facebook Platform or Facebook Platform Documentation.

B) You will indemnify, and hold harmless Facebook, its customers and users, all third-party advertisers, technology providers and service providers, and each of their respective employees, directors and representatives, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claims, actions or proceedings (any and all of which are "Claims") which in any way arise out of or are related to: (i) your use of Facebook Platform (including, without limitation, any the Facebook Properties) or Facebook Platform Documentation; or (ii) your Facebook Platform Application or the Facebook Platform Application Content, including but not limited to any infringement of any third-party rights; and (iii) your violation of any term or condition of this Agreement (including the Facebook Site Terms of Use, the Facebook Privacy Policy, the Facebook Platform Documentation or the Facebook Platform Application Guidelines). At Facebook's option, you will assume control of the defense and settlement of any Claim subject to indemnification by you (provided that, in such event, Facebook may at any time thereafter elect to take over control of the defense

and settlement of any such Claim, and in any event, you may not settle any such Claim without Facebook's prior written consent). Third party advertisers, technology providers and service providers are express and intended third-party beneficiaries of this Section 10 and as such will be entitled to directly enforce their rights hereunder.

Section 11: Applicable Law; Venue

The laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Facebook or any of our affiliates related to the subject matter hereof. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California located in Santa Clara County, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California located in Santa Clara County.

Section 12: Arbitration

YOU AND FACEBOOK AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THIS AGREEMENT, YOUR USE OF OR INABILITY TO USE FACEBOOK PLATFORM, OR YOUR FACEBOOK PLATFORM APPLICATIONS AND ANY FACEBOOK PLATFORM APPLICATION CONTENT SHALL BE CONFIDENTIAL, FINAL AND BINDING ARBITRATION IN SAN FRANCISCO, CALIFORNIA, except that, to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark, trade secret rights or other intellectual property rights, or you have otherwise violated any provisions set forth in Section 2 ("Conditions of Use") above or any of the user conduct rules set forth in the Facebook Site Terms of Use, then the parties acknowledge that injunctive or other appropriate relief may be sought in any court of competent jurisdiction.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "AAA Rules"). You can click on the highlighted term to link to information regarding arbitration costs and rules. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF FACEBOOK PLATFORM, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to Facebook Platform, the Facebook

Site, your Facebook Platform Application and/or any Facebook Platform Application Content be instituted more than three (3) years after the cause of action arose. The provisions of this Section 12 will control over any inconsistent provisions of the Facebook Site Terms of Use, solely in regard to disputes and claims of the types described above in this Section 12. The parties agree that each provision of this Section 12 is fundamental to this Agreement and that if any provision of this Section 12 is held to be invalid or unenforceable, the entire Section 12 shall be eliminated entirely.

Section 13: Termination

You may terminate this Agreement at any time by ceasing to use Facebook Platform. You acknowledge and agree that Facebook may at any time in its sole discretion, without liability, with or without cause and with or without notice: (a) terminate this Agreement; (b) terminate or suspend your access to Facebook Platform, Facebook Properties and/or the Facebook Site or any portion or feature of any of them; and/or (c) remove, block, delete or disable access to your Facebook Platform Applications and/or or any Facebook Platform Application Content, including without limitation if we determine, in our sole discretion, that your Facebook Platform Application or any Facebook Platform Application Content is unsuitable for Facebook Platform, Facebook Site or Facebook Users. We further reserve the right, without liability, with or without notice and with or without cause, to discontinue Facebook Platform and/or any portion or feature thereof for any reason and at any time in our sole discretion. Upon any termination or notice of any discontinuance, you must immediately stop your use of Facebook Platform, and delete all Facebook Properties in your possession or control (including from your Facebook Platform Applications and your servers). Sections 2.A.6, 2.A.7, 2.A.8, 2.A.9, 2.A.10, 2.A.11, 2.A.12, 2.B.2, 2.B.3, 2.B.4, 2.B.5, 2.B.6, 2.B.8, 2.C, 2.D, 2.E, 4, 5, 6.D, 9, 10, 11, 12, 13, and 14, together with any accrued but unpaid payment obligations you may have hereunder and any definitions that are necessary to give effect to the foregoing provisions, will survive any termination of this Agreement and will continue to bind you and us in accordance with their terms.

Section 14: Certain General Provisions

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the Facebook Site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO STOP USING FACEBOOK PLATFORM. YOUR CONTINUED USE OF FACEBOOK PLATFORM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE. No amendment or modification of this Agreement other than as provided above will be binding on Facebook unless set forth in a writing signed by an authorized representative of both parties. Except as specifically provided herein, if any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in

full force and effect and, upon Facebook's request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement and the rest of the Agreement shall remain in full force and effect. The failure by Facebook to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of Facebook to enforce such provision thereafter. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns. This Agreement (including the Facebook Site Terms of Use, the Facebook Platform Documentation and the Facebook Platform Application Guidelines as incorporated by reference herein), constitutes the entire agreement between you and Facebook regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement or communication between you and Facebook, whether written or oral, regarding such subject matter. Each of Facebook's affiliates are express and intended third party beneficiaries of this Agreement and may enforce any of its terms and exercise any of the rights to the same extent as Facebook. You and Facebook are independent contractors, and nothing in this Agreement is intended to or does create any type of joint venture, partnership or employer/employee relationship between you and Facebook or its affiliates. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

Section 15: Contact Information

If you have any questions regarding this Agreement or Facebook Platform, please contact us at developers-help@facebook.com. If you wish to send us a communication in writing, please send it to Facebook, Inc., 156 University Ave., Suite 300, Palo Alto, CA 94301.

CX0096

Exhibit B

Date of Last Revision: October 27th, 2009

Developer Principles and Policies

Facebook Platform is an extension of Facebook, whose mission is to give people the power to share and make the world more open and connected.

Platform applications and developers are required to comply with the following three documents:

- Statement of Rights and Responsibilities: requirements for anyone who uses Facebook
- Principles: the spirit of the law for Platform
- Policies: the letter of the law for Platform

Here are some Examples and Explanations for specifics.

Principles

1. Be trustworthy
   - Respect privacy
   - Don't mislead or surprise users
   - Don't spam - encourage authentic communications
2. Create a great user experience
   - Build social and engaging applications
   - Give users choice and control
   - Help users share expressive and relevant content

Policies

I. Presenting Your Policies
   1. You must provide a link to your privacy policy and any other applicable policies in the Info section of your application's Profile page and on every page of your application.
II. Features and Functionality
   1. You must not confuse, mislead, surprise, or defraud anyone.
   2. You must not violate any law or the rights of any individual or entity, and must not expose Facebook or Facebook users to harm or legal liability as determined by us in our sole discretion.
   3. You must not use a user's session key to make an API call on behalf of another user.
   4. You must not include functionality that proxies, requests or collects Facebook usernames or passwords.
   5. You must not circumvent our intended limitations on core Facebook features. For example:
      a. You must not notify a user that someone has removed the user as a friend.
      b. You must not track visits to a user's profile, or estimate the number of such visits, whether aggregated anonymously or identified individually.

6. You must not significantly alter the purpose of your application such that users would view it as entirely unfamiliar or different.
7. To change the name of your application, you must use one of the following formats for 30 days before completely switching to your new application name: "New name (formerly 'old name')" or "New name (renamed)." For example, "App 2 (formerly App 1)" or "App 2 (renamed)."

III. Storing and Using Data You Receive From Us

1. You must not store or cache any data you receive from us for more than 24 hours unless doing so is permitted by the offline exception, or that data is explicitly designated as Storable Data.
2. You must not give data you receive from us to any third party, including ad networks.
3. You must not use user data you receive from us or collect through running an ad, including information you derive from your targeting criteria, for any purpose off of Facebook, without user consent.
4. Unless authorized by us, your ads must not display user data - such as users' names or profile photos - whether that data was obtained from us or otherwise.
5. You cannot convert user data you receive from us into Independent Data (e.g., by pre-filling user information with data obtained from the API and then asking the user to save the data).
6. Before making use of user data that may be protected by intellectual property rights (e.g., photos, videos), you must obtain permission from those who provided that data to us.
7. You must not give your secret key to another party, unless that party is an agent acting on your behalf as an operator of your application, but you must never give your secret key to an ad network. You are responsible for all activities that occur under your account identifiers.

IV. Application Content

A. **Prohibited Content** - You are responsible for all content within your application, including advertisements and user-generated content. You must not promote, or provide content (including any advertising content) referencing, facilitating, containing or using, the following:

1. Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual;
2. Obscene, defamatory, libelous, slanderous and/or unlawful content;
3. Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
4. Liquor, beer, wine or other alcoholic beverages (unless the appropriate Demographic Restrictions are used), or sale of tobacco products, ammunition and/or firearms;
5. Gambling, including without limitation, any online casino, sports books, bingo or poker;
6. Inflammatory religious content;
7. Politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
8. Content that exploits political agendas or uses "hot button" issues for commercial use regardless of whether the developer has a political agenda;
9. Hate speech, whether directed at an individual or a group, and whether based upon the race, disability, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
10. Illegal activity and/or illegal contests, pyramid schemes, sweepstakes or chain letters; if you run, reference, or facilitate a legally permissible sweepstakes, contest, or other

promotion you are subject to Facebook's [Promotions Guidelines](#);

11. "Spam" or other advertising or marketing content that violates applicable laws, regulations or industry standards.

B. **Content Unsuitable for General Facebook User Base**

1. If your application contains content unsuitable for consumption by the general Facebook user base (e.g., strong language, fantasy violence, simulated gambling; see also MPAA PG-13 and ESRB Teen standards), you must describe the nature of the content in the Info section of your application's Profile page.
2. You must provide users with a way to report user-generated content and timely address any user reports.

C. **Advertisements and Cross-Promotions**

1. You must not include advertisements or promotions, cross-promote other applications, or provide web search functionality on user profile pages or in content distributed through Facebook communication channels.
2. Your advertisements must comply with our [Advertising Guidelines](#).

V. Application Integration Points

1. You must not incentivize users to grant additional permissions or use [Application Integration Points.](#)
2. You must not provide users with rewards or gate content from users based on their number of friends who use your application.
3. You must not require users to grant additional permissions or add [Application Integration Points](#), and must only request extended permissions at reasonable times when the user engages with features that would require the use.
4. You must not prompt users to send invitations, requests, generate notifications, or use other Facebook communication channels immediately after a user allows access or returns to your application.
5. You must provide users with a "skip" button on any page where users are prompted to use a Facebook communication channel (e.g., invitations, requests, and notifications) that is adjacent to and the same size and design of the send option. If a user chooses to "skip" you must not present the user with a similar prompt during that user's visit to your application.
6. You must not pre-select more than one person to receive information through a Facebook communication channel.
7. You must only use one Facebook communication channel in response to a user's single action.
8. You must not pre-fill the name, title, user_message parameter, or description of Photos, Videos, Notes, Links, Share, or Stream stories, unless the user generated the content earlier in the workflow.
9. Your Application tab label must not contain a call to action (e.g., "Click Here").

VI. Developer Responses to User Actions

A. **Notifications**

1. You must not send a user-to-user notification unless the sending user takes a direct action against a friend and would expect the notification to be sent.
2. You must not send user-to-user notifications to multiple users without requiring the sending user to confirm the action with at least two clicks or steps. For example, if a feature states "Notify friends" or "Ask friends for help," when a user clicks on this option they must be presented with an additional confirmation step before any notifications are generated.

B. **Stream Stories**

1. You must not publish or prompt a user to publish a Stream story immediately after a

user allows access or returns to your application.

2. You must not use Stream stories as a method for users to invite friends to your application.
3. You must use discretion when publishing Stream stories and must not misuse the Stream by publishing an excessive amount of stories on a user's behalf.
4. You must not publish more than one story for a user's single action, i.e., do not publish a one-line story and present a user with the Feed form.
5. You must not pre-fill the user_message parameter or content sent via an extended permission (such as a status update or note), unless the user generated the content earlier in the workflow.
6. You must not include calls to action in the body of your Stream stories (e.g., "Beat her score!â€ or "Can you beat her score?"). A call to action must only be presented as an action link (in line with "comment" and "like" and similar to Facebook's stories in design).
7. A Feed form cannot be used to present information to the user for the first time (such as quiz results).
8. Stream stories must be consistent with our design and be user-focused based on the user's action that triggered the story. In no case should a Stream story serve primarily as a means to promote or advertise your application.

VII. Facebook's Feature and Functionality Terms and Trademarks

1. You must not express or imply any affiliation or relationship with or endorsement by us.
2. You must not use or make derivative use of Facebook icons.
3. You must not use terms for Facebook features and functionality (e.g., fan, feed, status, tag, like) in the name of your application, any corresponding URL, or your application's features and functionality, if such use could confuse users into thinking that the reference is to Facebook features or functionality of the same name.
4. You must not make use of Facebook trademarks, including but not limited to FACEBOOK, FACEBOOK LOGO, F LOGO, FB, WALL, POKE and 32665, or any trademarks or terms confusingly similar to Facebook trademarks, in any way that may suggest that we are affiliated with, endorse, or sponsor you or your application.

VIII. Enforcement

We can take enforcement action against you and any or all of your applications if we determine in our sole judgment that you or your application violates Facebook Platform Terms and Policies. Enforcement action can include disabling your application, restricting you and your application's access to Platform functionality, terminating our agreements with you, or any other action as we in our sole discretion deem appropriate.

IX. Changes

We can change these Developer Principles and Policies at any time without prior notice as we deem necessary. Your continued use of Platform constitutes acceptance of those changes.

X. Definitions

1. By "Application" we mean canvas page application, Connect integration, or any other technical integration we have assigned an application identification number.
2. By "Application Integration Point" we mean Profile Box, Application Info Section, Application tab, notification email, Feed, requests (including invites), Publisher, inbox attachments, Chat, or any other feature of a user profile or Facebook communication

channel in which or through which an application can provide, display, or deliver content directed at, on behalf of, or by permission of a user.

3. By "User data you receive from Facebook" (also called "user data you receive from us," "user data received from Facebook," or "user data received from us") we mean any data or content (including any images, text, or other information or materials) you receive from us, that was provided by users to us or was associated by us with a particular user.

4. By "Independent Data" we mean information that users provide directly to you.

5. By "Facebook Platform Terms and Policies" we mean the Statement of Rights and Responsibilities and the Developer Principles and Policies.

XI. Additional Policies Governing Facebook Connect

A. **Login/Connect**

1. The website must display and use one of the approved Facebook Connect buttons on Facebook Connect Login Buttons to being the "Connect" process.

2. When Facebook Connect is used to allow a user to "sign in" or authenticate with your website, the Facebook Connect option must be presented at least as prominently as the most prominent of any other sign in or authentication method on your site, and not as a secondary option.

3. The website must offer an explicit "Log Out" option that also logs the user out of Facebook Connect.

4. When a user has connected their account and is currently logged in on your site, the application must show the profile picture and name of the user in a visible place on the page. This profile picture should be no smaller than 16x16 pixels and should include the Facebook "f" favicon in the lower right corner. If the profile picture is too small to position the icon over the lower right corner, you can position the favicon to the right of the picture.

5. When a user connects with your website, the user is granting this authentication/permission only to the specific website. The user's data or access cannot be made available to another website not under your control unless the user specifically connects to that website as well.

6. If you have an application on Facebook and a website that implements Facebook Connect, the user will need to explicitly connect on your website before your website can use their information. However, once the user has both authorized the application and connected to your website, you can link the information.

7. Best Practice: When you use a "Facebook Connect" button on your website, you should make sure to have the right descriptive text to describe how the experience will work on your site. For example, we recommend associating Facebook Connect with one of the following words or phrases: "Connect," "Sign In," "Sign Up," "Login," "Log in," "Create account," "Register," "Join," "Find your friends," or "Share with your friends."

B. **Feed**

1. Facebook Connect applications cannot publish one line stories automatically via the Facebook Platform API (i.e., without being presented to the user in a Feed form) unless the story and template have been approved through the Facebook Connect approval process. NOTE: This process is still being finalized. For now, you may not publish one line stories automatically.

2. Best Practice: When a user completes an action in an application that would prompt a Feed form, the application should add a check box (to the part of the flow associated with completing the action) asking the user if they want to share this information through Facebook (e.g., "Share this run with my Facebook friends?"). The check box

may be pre-checked by default, but if the user unchecks this box during the flow, the Feed form should not be shown.

3. Best Practice: One line stories published from your site will be approved for automatic publishing only if they meet the following criteria: (1) the story contains information that is publicly available to users who can view the story (e.g., a user commented on an article); (2) the information shared in the story is associated with the user on the website (e.g., no anonymous data); (3) the story is a result of an explicit action taken by the user. NOTE: Details for how to get one-line stories approved will be announced soon.

C. **Friends and Friend Linking**

1. When representing a list of friends to a user on the website, which includes a set of friends from the user's full Facebook friend list, the website must indicate that the friend relationship on this website is associated with their friend relationship on Facebook. It is recommended that you use a Facebook favicon or the word "Facebook" to indicate that these friend relationships are associated with Facebook.

2. Sites that use the Friend Linking feature to help users find their friends can only use this feature if the site also offers a separate way to search for friends by email address or via a contact importer. NOTE: This feature is available for your site on an approval basis only. Details for approval appear on the Connect tab in the application settings editor.

3. All email addresses submitted for friend linking must be legitimate email addresses for users on your site.

D. **Facebook Connect for iPhone** - The following policies apply only if you're developing a Facebook Connect for iPhone application.

1. Facebook must be referenced in plain text, capital "F", lower case "acebook", no copyright message necessary. Do not use the Facebook logo.

2. Use full name of the user, including first and last names. You get the user's name by calling fql.query on the name column of the user FQL table.

3. The Facebook favicon must exist on users' profile pictures, and is recommended for friends' pictures.

4. Use official iPhone buttons for Connect and logout. You can find the images for these buttons at Facebook Connect for iPhone Buttons.

5. Overlay the official Facebook favicon over profile pictures, in the bottom right corner of the image. You can find this image at Facebook Connect for iPhone Buttons.

E. **Disconnecting**

You must provide a simple online process, placed in a prominent location on your Connect site, for Facebook users to disconnect or otherwise disassociate their Facebook account from your site. If a user disconnects/disassociates (either through your site or via Facebook), you must immediately delete all User Data (including any Storable Data) relating to that user.

XII. Escalation Procedures for Facebook Policy Issues

The vast majority of the Facebook developer community is well intentioned and unlikely to be impacted by an enforcement action. We strive to work with developers to correct any issues we discover, but when necessary we will act quickly to correct problems and ensure a safe and high-quality Facebook Platform experience for all. Thus, Facebook may respond to non-compliance or other matters of concern with one of the actions listed below. Facebook may or may not notify

you of such action in advance.

Please note that these possible actions are not necessarily an escalating sequence. In particular, while we try to work with developers to resolve issues, and aim to support developers in their efforts to come into compliance with policy and best serve the community of users, in rare cases an immediate enforcement action may be imposed.

Communication with developers takes place via an email sent from the facebook.com or facebookmail.com domain to the Developer Contact email address registered to the application. To stay in touch, please ensure that you do not filter out any such messages.

Possible Actions

1. **Notice of Concern**: An indication that the Facebook team is concerned that some aspect(s) of your application's functionality or content may be in violation of the letter or spirit of Facebook Policy and our mission to ensure a safe and high-quality user experience. Your application is under review, but if you wish you may voluntarily modify your application and obviate the need for further evaluation.
2. **Request for Action**: We request that you make specific changes to facilitate an application's performance, enhance the user experience, or eliminate potential for violations of the letter or spirit of the policy. Compliance is voluntary.
3. **Notice of Violation**: We determined that your application is in violation of Facebook policy and a restriction or moratorium on some aspect of your application's functionality may be imposed if the violation persists. The nature of the violation and any suggested corrective action will be described, as well as a time limit for coming into compliance.
4. **Notice of Restriction or Moratorium**: Due to violation of policy, some aspect of your application's functionality has been disallowed on a temporary basis. The length of time of the restriction or moratorium, the nature of the violation, and any required corrective action will be described.
5. **Notice of Suspension**: As above, with temporary removal of the entire application from Facebook Platform.
6. **Notice of Termination**: Application has been permanently disabled.

XIII. Contacting Facebook

If you wish to correspond with Facebook after receiving a policy notice, please follow the instructions provided in the notice.

To report bugs or technical problems related to Facebook Platform functionality or the Application Directory approval process, or to make a specific Platform feature request, please use the Platform bug tracking system. We aim to triage all new bug reports within two business hours.

For discussions or inquiries about technical issues, policy matters, or documentation, or to solicit help from Platform Developer Operations and Support, other people at Facebook, or the developer community, please use the Developer Forum. The Forum is monitored by Facebook personnel throughout the day; typically we take action on urgent items within two business hours.

To contact Facebook about a confidential matter that you do not wish to post for public view, please use the Developer Help Contact Form. Response times are much faster in the Forum and Bug Tracker, so it's best to use them whenever possible.

Note: Although we endeavor to protect your privacy, Facebook does not guarantee the confidentiality of communications sent by email and webform unless there is a prior written agreement to that effect.

XIV. Copyright Policy

   A. **Instructions for Applications That Permit File Sharing**

   Lots of legitimate applications permit people to share content with other people, and we're all about letting developers create the best, most innovative applications for users. At the same time however, developers need to make sure that their applications are not being used for improper or unauthorized purposes. Therefore, if your application permits users to download, view, listen to or otherwise access third party content provided by other users, in order to help protect yourself and your users, we need you to take the following steps:

   1. Post and implement a copyright policy that complies with the Digital Millenium Copyright Act;
   2. Register an agent for notices of copyright infringements with the U.S. Copyright Office; and
   3. Include the following statement on any page of your application (or other interface, such as a form in a profile box) through which users can upload or otherwise make third party content available:

   "By making any content available through this application, you represent and warrant that you own all rights necessary to properly do so."

   More details about each of these steps are provided below.

   B. **Your Copyright Policy**

   We have a policy for applications that allow sharing of third party content. This policy is part of our Statement of Rights and Responsibilities. Here is our policy:

   You have to have your own copyright policy. A copyright policy acceptable to us can be found here. You should fill out this policy and post it (or another policy we approve in writing) on a page of your application. After you post it, you must include a link to the policy (with a name like "Report Infringing Content") on each page of your application or other feature (such as a profile box) through which users can view, hear or otherwise access third party content.

   Your copyright policy requires you to do some things. For example, some of the highlights are: (A) you commit to blocking access to infringing content promptly (within no more than 48 hours) after you receive a notice of infringement that has all of the information described in the policy; (B) if you receive a notice of infringement that doesn't have all of that information, you promptly contact the person who submitted the notice to try to get the missing information; (C) if any users of your application turn out to be repeat infringers, you will terminate their access to your application.

   You should read the entire policy carefully to make sure you understand what you're committing to do. If you don't think you can comply with the terms of the policy, you should not launch your application until you can do so, because if you can't, we may have

no choice but to suspend your access to Facebook Platform, and we don't want you to waste your time.

C. **Registering an Agent with the U.S. Copyright Office**

Our policy requires that you have a "designated agent" for copyright complaints. As described in the Digital Millenium Copyright Act, you must register a designated agent to receive notices of claimed infringement with the U.S. Copyright Office. Fortunately, this isn't hard to do. Basically, all you have to do is fill out the form located here: http://www.copyright.gov/onlinesp/agent.pdf, and mail it (along with a check made out to "Register of Copyrights") to the following address: Copyright GC/I&R, P.O. Box 70400, Washington, DC 20024. You can either fill out the form online and print it out, or else print out the blank form and fill it in by hand.

D. **Representation**

To make sure that users know what is expected of them when they're using your application, you need to notify them that they should not be making any content available that they don't have the rights for. Therefore our policy requires you to post this statement, "By making any content available through this application, you represent and warrant that you own all rights necessary to properly do so", on any page or other interface of your application through which users can upload third party content, provide links to third party content, or otherwise make third party content available through your application. "Content", in this context, includes any music, video, graphic, text or other content.

Please note that these requirements are in addition to the all of the requirements in our Statement of Rights and Responsibilities. If anything on this page conflicts with anything in the Statement of Rights and Responsibilities, the Statement of Rights and Responsibilities will control, so please read it carefully.

THE STEPS DESCRIBED ABOVE ARE CONDITIONS OF FACEBOOK GIVING YOU ACCESS TO FACEBOOK PLATFORM ONLY, AND FACEBOOK RESERVES THE RIGHT TO MODIFY THESE CONDITIONS AT ANY TIME IN OUR SOLE DISCRETION. FACEBOOK IS NOT PROVIDING LEGAL ADVICE TO YOU, AND FACEBOOK DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR POSTING, IMPLEMENTING OR COMPLYING WITH ANY SAMPLE POLICY WE MAKE AVAILABLE OR ANY OTHER COPYRIGHT POLICY WILL PROTECT YOU FROM LIABILITY OR BRING YOU INTO COMPLIANCE WITH APPLICABLE LAWS. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR COMPLYING WITH ALL APPLICABLE LAWS, INCLUDING COPYRIGHT LAWS, IN CONNECTION WITH YOUR APPLICATION, AND WE ENCOURAGE YOU TO OBTAIN INDEPENDENT LEGAL COUNSEL.

XV. Developer PR Policy

Thank you for joining the Facebook developer community! We know you are eager to do PR around your new Facebook application, so we've developed this policy to help you draft a press release and speak with press.

A. **Press Release**

Facebook Corporate Communications needs to approve any press releases mentioning Facebook that you put on the wire. Please use the Press Release Policy below to draft your press release, and send it to platformPR@facebook.com once completed. A member of the Facebook Corporate Communications team will respond to you with edits or final approval within 5 business days of receipt. You cannot distribute the press release unless you have received written approval to do so from Facebook.

B. **Talking to the Press**

We encourage you to blog and talk to the press about your application, provided you accurately represent your application and your relationship with Facebook. We suggest that you look at the Press Release Policy below for context on how we think about Facebook Platform and our partnership with you. For your reference, you can find the latest Facebook stats here. If you have any questions or press requests, please send them to platformPR@facebook.com.

C. **Helping Us Help You**

We are always interested in hearing from developers and entrepreneurs who build on Facebook Platform and occasionally will point interested reporters to members of our developer community when it supports a story or trend. Please take a few minutes to tell us about your successes via our submission form and we'll keep you in mind for appropriate press opportunities.

As we are sure you understand, we expect partners to comply with this process. However, if you do not adhere to this policy we will take action up to and including the termination of your relationship with Facebook, termination of your access to Facebook Platform and/or removal or disabling of your Facebook Platform application or Facebook Connect site.

Thanks for your participation and we look forward to working with you!

D. **Press Release Policy**
    1. **Headline/Lead**

       Any reference to "Facebook" in the headline, subheadline and lead must be followed by the word "Platform" or "Connect," and must clarify that the application is built "on" or "using" Facebook Platform.

       1. Correct: Company Launches New Slideshow Application on Facebook Platform -- OR -- Company Implements Facebook Connect to make (product/serve/site) More Social
       2. Incorrect: Company and Facebook Launch New Slideshow Application

       The lead cannot reference Facebook as announcing this news.

       1. Correct: Company today announced a new budgeting application built on Facebook Platform
       2. Incorrect: Company and Facebookk Platform today announced a new budgeting application for Facebook

2. **Facebook Lanugage**

   The Facebook boilerplate cannot be used anywhere in the press release. We have provided a series of sentences that can be used as needed in the press release.

   Please see "Facebook Press Release Language."

   We have also provided a "Sample Press Release" format which you may choose to use as a model.

3. **General Language**

   All references to your product must be called an "application," not a widget or gadget.

   Words NOT to be used regarding Facebook and Company: partnership, strategic, commitment.

   Words NOT to be used regarding Facebook: college site.

4. **Quote**

   Facebook will not supply a custom quote for the press release.

5. **Competitive**

   No direct or perceived competitors to Facebook may be listed or referenced anywhere in the press release.

6. **Trademarks**

   The first reference to Facebook must include a registered trademark.

   1. Correct: Facebook®
   2. Incorrect: FacebookTM

   The following trademark language must be added at the bottom of the release: "Facebook® is a registered trademark of Facebook Inc."

7. **Press Outreach**

   Developers are responsible for distribution of their own press release. Facebook will not conduct press outreach for applications, but may (at its sole discretion) mention certain applications or Connect sites in press interviews.

   Facebook will respond to press inquiries on a case-by-case basis.

8. **Approved Facebook Press Release Language**

   Facebook gives everyone the power to share with the people they care about, making the world more open and transparent.

Facebook users communicate and share information through the social graph, the network of connections and relationships between people.

Facebook gives companies and the developer community access to the social graph through Facebook Platform.

Using a rich set of tools and online services, developers can build applications that are deeply integrated into the Facebook website.

Millions of Facebook users return to the site each day, providing unparalleled distribution potential for applications and the opportunity to build a business that is highly relevant to people's lives.

Facebook Platform offers deep integration into the Facebook website, distribution through the social graph and an opportunity to build a business.

Facebook Platform is a development system that enables companies and developers to build applications for the Facebook website, where all of Facebook's [XXX] million* users can interact with them.

Facebook Platform is a way for companies and developers to integrate with the Facebook website and gain access to its [XXX] million* users.

Facebook launched Facebook Platform in May 2007 to enable developers and entrepreneurs to integrate with Facebook and gain access to millions of users.

9. **Facebook Connect**

Facebook Connect extends the core features of Facebook Platform â€" social graph, identity and distribution â€" to technology off of Facebook.

Facebook Connect allows Facebook's [XX] million* users to login and easily share [your website/app/device] content with their friends using their Facebook username and password.

With Facebook Connect, Facebook users can quickly and easily authenticate into [your website/app/device] using their already established Facebook account.

Facebook users use their real names and real identities to represent their actions in the Facebook experience. With Facebook Connect, users will have the same opportunity to leverage their real identity on [your website/app/device].

Through trusted friend connections on Facebook, users share more information because they know what information is being shared and with whom. With Facebook Connect, users are able to access their Facebook friends on [your website/app/device], enabling a trusted social context.

Giving users control over their privacy is paramount on Facebook. With Facebook Connect, users can be assured that the same privacy settings they have set up on

Facebook will follow them when they log in to [your website/app/device].

Facebook Connect makes it faster and easier for users to seamlessly share [type of actions/interest shared on your site] with their friends on Facebook, enhancing the social experience across both [your website/app/device] and Facebook.

When Facebook users log in to [your website/app/device] with Facebook Connect, they can publish their actions back to Facebook, where that content can be shared with friends.

Users have complete control over their information, who sees it, and what content is published back to their Facebook stream.

More than [XX]* websites, devices and applications have implemented Facebook Connect since it was released in December 2008.

* Facebook user numbers increase weekly. We will edit your press release to include the most accurate count on that date.

10. **Sample Press Release**

[Company] Launches [Type] Application on Facebook® Platform

CITY, STATE â€" Month XX, 2009 â€" [Company] today announced a(n) [Type/Name] application built on Facebook Platform. [Company's] [Type/Name] application [does what?] for Facebook users worldwide.

[Quote from company spokesperson]

[Paragraph to describe application]

Facebook's mission is to give people the power to share and make the world more open and connected. Facebook users communicate and share information through the social graph, the network of connections and relationships between people. With more than XXX million active users, Facebook is the fourth- most trafficked website in the United States.

In 2007, Facebook launched Facebook Platform to empower developers and entrepreneurs around the world make the Web more social for users. Millions of Facebook users return to the site each day, providing unparalleled distribution potential for applications and the opportunity to build a business that is highly relevant to people's lives.

About [Company] [Company Boilerplate]

# # #

Facebook® is a registered trademark of Facebook Inc.

XVI. Branding and Promotion Policy

There are currently no additional assets or policies in addition to those set out in the Statement of Rights and Responsibilities.

XVII. Advertising Guidelines

Examples and Explanations

CX0097

Exhibit C

facebook DEVELOPERS   Documentation   Forum   Showcase   Blog

Developer Principles & Policies

Home › Developer Principles & Policies

Introduction

Date of Last Revision: April 21, 2010

Facebook Platform is an extension of Facebook, whose mission is to give people the power to share and make the world more open and connected.

Platform applications and developers are required to comply with the following three documents:

- Statement of Rights and Responsibilities: requirements for anyone who uses Facebook
- Principles: the spirit of the law for Platform
- Policies: the letter of the law for Platform

Here are some Examples and Explanations for specifics.

Principles

Be trustworthy

- Respect privacy
- Don't mislead or surprise users
- Don't spam – encourage authentic communications

Create a great user experience

- Build social and engaging applications
- Give users choice and control
- Help users share expressive and relevant content

Policies

I. Presenting Your Policies

1. You must provide a link to your privacy policy and any other applicable policies in the Info section of your application's Profile page and on every page of your application.

II. Features and Functionality

1. You must not confuse, mislead, surprise, or defraud anyone.
2. You must not violate any law or the rights of any individual or entity, and must not expose Facebook or Facebook users to harm or legal liability as determined by us in our sole discretion.
3. You must not use a user's session key to make an API call on behalf of another user.
4. You must not include functionality that proxies, requests or collects Facebook usernames or passwords.
5. You must not circumvent our intended limitations on core Facebook features. For example:
   a. You must not inform a user that someone has removed the user as a friend.
   b. You must not track visits to a user's profile, or estimate the number of such visits, whether aggregated anonymously or identified individually.
6. You must not significantly alter the purpose of your application such that users would view it as entirely unfamiliar or different.
7. To change the name of your application, you must use one of the following formats for 30 days before completely switching to your new application name: "New name (formerly 'old name')" or "New name (renamed)." For example, "App 2 (formerly App 1)" or "App 2 (renamed)."
8. If you offer a service for a user that integrates user data into a physical product (such as a scrapbook or calendar), you must only create a physical product for that user's personal and non-commercial use.
9. Special provisions for email addresses obtained from us:
   a. Emails you send must clearly indicate that they are from you and must not appear to be from Facebook or anyone else. For example, you must not include Facebook logos or brand assets in your emails, and you must not mention Facebook in the subject line, "from" line, or body header.
   b. All emails to users must originate from the same domain.
10. Jabber/XMPP support:
   a. You must not pre-fill messages or otherwise act on a user's behalf.
   b. You must use the Connect-based authentication method unless your application is a

standalone desktop or mobile application that does not have a Facebook application ID.
c. You must only use Jabber to enable a full chat session by providing users with the ability to send and receive messages.

11. If you exceed, or plan to exceed, any of the following thresholds please contact us as you may be subject to additional terms: (>5M DAU) or (>100M API calls per day) or (>50M impressions per day).

III. Storing and Using Data You Receive From Us

1. You must give users control over their data by posting a privacy policy that explains what data you collect, and how you will use, store, and/or transfer their data.
2. You may cache data you receive from the Facebook API in order to improve your application's user experience, but you should try to keep the data up to date.
3. Users give you their basic account information when they connect with your application. For all other data, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user.
4. You cannot use a user's friend list outside of your application, even if a user consents to such use. You can use connections between users who have both connected to your application, subject to your privacy policy. 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. We may require you to delete data you receive from the Facebook API if you violate our terms.
5. You must not use user data you receive from us or collect through running an ad, including information you derive from your targeting criteria, for any purpose off of Facebook, without user consent.
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 such transfer or use. By indirectly we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network. By any data we mean all data obtained from the Facebook API, including aggregate, anonymous or derivative data.
7. You will not include data you receive from us concerning a user in any advertising creative.
8. You must not give your secret key to another party, unless that party is an agent acting on your behalf as an operator of your application, but you must never give your secret key to an ad network. You are responsible for all activities that occur under your account identifiers.

IV. Application Content

A. Prohibited Content – You are responsible for all content within your application, including advertisements and user-generated content. You must not promote, or provide content (including any advertising content) referencing, facilitating, containing or using, the following:
   1. Adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual;
   2. Obscene, defamatory, libelous, slanderous and/or unlawful content;
   3. Content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
   4. Liquor, beer, wine or other alcoholic beverages (unless the appropriate Demographic Restrictions are used), or sale of tobacco products, ammunition and/or firearms;
   5. Gambling, including without limitation, any online casino, sports books, bingo or poker;
   6. Inflammatory religious content;
   7. Politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
   8. Content that exploits political agendas or uses "hot button" issues for commercial use regardless of whether the developer has a political agenda;
   9. Hate speech, whether directed at an individual or a group, and whether based upon the race, disability, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;
   10. Illegal activity and/or illegal contests, pyramid schemes, sweepstakes or chain letters; if you run, reference, or facilitate a legally permissible sweepstakes, contest, or other promotion you are subject to Facebook's Promotions Guidelines;
   11. "Spam" or other advertising or marketing content that violates applicable laws, regulations or industry standards.

B. Content Unsuitable for General Facebook User Base
   1. If your application contains content unsuitable for consumption by the general Facebook user base (e.g., strong language, fantasy violence, simulated gambling; see also MPAA PG-13 and ESRB Teen standards), you must describe the nature of the content in the Info section of your application's Profile page.
   2. You must provide users with a way to report user-generated content and timely address any user reports.

C. Advertisements and Cross-Promotions
   1. You must not include advertisements or promotions, cross-promote other applications, or provide web search functionality on user profile pages or in content distributed through Facebook communication channels.
   2. Your advertisements must comply with our Advertising Guidelines.

V. Application Integration Points

1. You must not incentivize users to grant additional permissions or use Application Integration Points.
2. You must not require users to grant additional permissions or add Application Integration Points, and must only request extended permissions at reasonable times when the user engages with features that would require the use.
3. You must not prompt users to send invitations, requests, publish a Stream story or use other Facebook communication channels immediately after a user allows access or returns to your application.
4. You must provide users with a "skip" button on any page where users are prompted to use a Facebook communication channel (e.g., invitations and requests) that is adjacent to and the same height and design of the send option. If a user chooses to "skip" you must not present the user with a similar prompt during that user's visit to your application.
5. You must not pre-select more than one person to receive information through a Facebook communication channel.
6. You must only use one Facebook communication channel in response to a user's single action.
7. You must not pre-fill any of the fields associated with the following products, unless the user generated the content earlier in the workflow: Stream stories (user_message parameter for Facebook.streamPublish and FB.Connect.streamPublish, and message parameter for stream.publish), Photos (caption), Videos (description), Notes (title and content), Links (comment).
8. Your Application tab label must not contain a call to action (e.g., "Click Here").
9. You must not prompt users to bookmark your application (e.g., by using a modal window or pop-up dialog). Instead, users must explicitly invoke any bookmark option you provide.
10. If you provide users with the option to bookmark your application, you must use our bookmark button or design your own using a similar style and prominence.
11. You must not set a custom privacy setting unless the user has proactively specified that they want this non-default setting.
12. You can tag a photo only with the express consent of the user on whose behalf you are doing the tagging, and must only tag images when the tag accurately labels what is depicted in the image.
13. Like button and Like box plugin:
    a. You must not place a Like button or Like box plugin in an advertisement.
    b. You must not sell or purchase placement of a Like button or Like box plugin.
    c. You must not incentivize users to Like any Page other than your own site or application, and any incentive you provide must be available to new and existing users who Like your Page.
    d. You must not obscure elements of the Like button or Like box plugin.

VI. Developer Responses to User Actions

A. Stream Stories
1. You must not present users with the Feed form or publish a Stream story unless a user has explicitly indicated an intention to share that content, by clicking a button or checking a box that clearly explains their content will be shared.
2. You must not provide users with the option to publish the same Stream story to more than one friend's wall at a time.
3. You must not use Stream stories as a method for users to invite friends to your application.
4. You must use discretion when publishing Stream stories and must not misuse the Stream by publishing an excessive amount of stories on a user's behalf.
5. You must not include calls to action in the body of your Stream stories (e.g., "Beat her score!" or "Can you beat her score?"). A call to action must only be presented as an action link (in line with "comment" and "like" and similar to Facebook's stories in design).

B. Counter
1. You must use the counter only to inform users about legitimate actions that they should take within your application, and must not use the counter for promotional or marketing purposes.

VII. Facebook's Feature and Functionality Terms and Trademarks

1. You must not express or imply any affiliation or relationship with or endorsement by us.
2. You must not use or make derivative use of Facebook icons.
3. You must not use terms for Facebook features and functionality (e.g., fan, feed, status, tag, like) in the name of your application, any corresponding URL, or your application's features and functionality, if such use could confuse users into thinking that the reference is to Facebook features or functionality of the same name.
4. You must not make use of Facebook trademarks, including but not limited to FACEBOOK, FACEBOOK LOGO, F LOGO, FB, WALL, POKE and 32665, or any trademarks or terms confusingly similar to Facebook trademarks, in any way that may suggest that we are affiliated with, endorse, or sponsor you or your application.

VIII. Enforcement

We can take enforcement action against you and any or all of your applications if we determine in our sole judgment that you or your application violates Facebook Platform Terms and Policies. Enforcement action can include disabling your application, restricting you and your application's access to Platform functionality, terminating our agreements with you, or any other action as we in our sole discretion deem

appropriate.

IX. Changes

We can change these Developer Principles and Policies at any time without prior notice as we deem necessary. Your continued use of Platform constitutes acceptance of those changes.

X. Definitions

1. By "Application" we mean canvas page application, Connect integration, or any other technical integration we have assigned an application identification number.
2. By "Application Integration Point" we mean Application Info Section, Application tab, Feed, requests (including invites), Publisher, inbox attachments, Chat, Bookmarks, or any other feature of a user profile or Facebook communication channel in which or through which an application can provide, display, or deliver content directed at, on behalf of, or by permission of a user.
3. By "basic account information" we mean: user ID, name, email, gender, birthday, current city, profile picture URL, and the user IDs of the user's friends who have also connected with your application.
4. By "Facebook Platform Terms and Policies" we mean the Statement of Rights and Responsibilities and the Developer Principles and Policies.
5. By "User data you receive from Facebook" (also called "user data you receive from us," "user data received from Facebook," or "user data received from us") we mean any data or content (including any images, text, or other information or materials) you receive from us, that was provided by users to us or was associated by us with a particular user.

XI. Additional Policies Governing Facebook Connect

XII. Escalation Procedures for Facebook Policy Issues

XIII. Contacting Facebook

XIV. Developer PR Policy

XV. Branding and Promotion Policy

There are currently no additional assets or policies in addition to those set out in the Statement of Rights and Responsibilities.

XVI. Advertising Guidelines

XVII. Facebook Credits Beta

Developers participating in the beta program for accepting credits are subject to these terms.

Examples and Explanations

We want you to be successful on Facebook Platform, and we believe that the best way to do so is to provide a great user experience. Our Principles and Policies will help you do this by explaining what's required; these examples and explanations will help you understand how to put that into practice.

- Stream Stories
- Data and Privacy
- Content
- Requests
- Advertisements

About   Principles & Policies   Privacy Policy

CX0098

Exhibit D

Facebook Platform Policies

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.

Additional Languages

Introduction

Date of Last Revision: November 14, 2012

Facebook Platform is an extension of Facebook, whose mission is to make the world more open and connected.

Platform applications and developers are required to comply with, and are subject to, the following documents:

- Statement of Rights and Responsibilities: requirements for anyone who uses Facebook.
- Principles: the spirit of the law for Platform.
- Policies: the letter of the law for Platform.

Here are some Examples and Explanations for specifics.

Principles

Create a great user experience

- Build social and engaging applications
- Give users choice and control
- Help users share expressive and relevant content

Be trustworthy

- Respect privacy
- Don't mislead, confuse, defraud, or surprise users
- Don't spam - encourage authentic communications

Policies

I. Features and Functionality

1. You must not violate any law or the rights of any individual or entity, and must not expose Facebook or Facebook users to harm or legal liability as determined by us in our sole discretion. In particular you will (if applicable): 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.
2. You must not include functionality that proxies, requests or collects Facebook usernames or passwords.
3. You must not circumvent (or claim to circumvent) our intended limitations on core Facebook features and functionality.
4. If you offer a service for a user that integrates user data into a physical product (such as a scrapbook or calendar), you must only create a physical product for that user's personal and non-commercial use.
5. If you exceed, or plan to exceed, any of the following thresholds please contact us as you may be subject to additional terms: (>5M MAU) or (>100M API calls per day) or (>50M impressions per day).
6. Your website must offer an explicit "Log Out" option that also logs the user out of Facebook.
7. Special provision for apps on Pages: When a user visits your Page, if they have not given explicit permission by authorizing your Facebook app or directly providing information to your Page, you may only use information obtained from us and the user's interaction with your Page in connection with that Page. For example, although you may use aggregate analytics for your individual Page, you must not combine information from any other sources to customize the user's experience on your Page and may not use any information about the user's interaction with your Page in any other context (such as analytics or customization across other Pages or websites).
8. You must not use or make derivative use of Facebook icons, or use terms for Facebook features and functionality, if such use could confuse users into thinking that the reference is to Facebook features or functionality.
9. Mobile Web Apps that are running within the Facebook iOS app must not accept payments. In particular, these apps must not reference, use, or otherwise encourage the use of Facebook Payments or other non-iOS approved payment methods.
10. Competing social networks: (a) You may not use Facebook Platform to export user data into a competing social network without our permission; (b) Apps on Facebook may not integrate, link to, promote, distribute, or redirect to any app on any other competing social network.
11. The primary purpose of your Canvas or Page Tab app on Facebook must not be to simply redirect users out of the Facebook

11. The primary purpose of your Canvas or Page Tab app on Facebook must not be to simply redirect users out of the Facebook experience and onto an external site.
12. You must not include data obtained from us in any search engine or directory without our written permission.
13. Special provisions for games:
    a. Desktop web games off of Facebook.com may only use Facebook Login (Authentication, excluding user connections such as friend list), Social Plugins and publishing (e.g., Feed Dialog, Stream Publish, or Open Graph). When authenticating, these games may not request additional permissions other than age, email, and our Publishing Permissions (effective December 5, 2012).
    b. Games on Facebook.com and mobile must not share the same app ID with desktop web games off of Facebook.com. You must not use Canvas apps to promote or link to game sites off of Facebook, and must not use emails obtained from us to promote or link to desktop web games off of Facebook.com (effective December 5, 2012).
    c. Games on Facebook.com or Mobile Web must use Facebook Payments as their sole and exclusive payment method for all virtual goods and currencies made available to users within the game. All other payment options are prohibited within games on Facebook.com or Mobile Web unless they go through Facebook Payments rather than directly through that payment option. By "Payment Method" we mean any method that allows a user to complete a transaction in a game that is on Facebook.com or Mobile Web, including, without limitation, by exchanging monetary value for virtual currency or virtual goods, whether directly at the time of purchase or via any previous transaction such as the user's earlier purchase of a prepaid gift card or electronic code. In-game rewards of virtual currency or virtual goods earned by users through game-play activity alone are exempt from this definition.
    d. Games on Facebook.com or Mobile Web may reward users with virtual currency or virtual goods in exchange for user actions that do not involve third parties, but rewards for user actions that involve third parties must be powered by Facebook Payments by integrating Facebook Payments offers. For example, you may not reward users with virtual currency or virtual goods in exchange for any action in which personally identifiable information is shared with a third party, you may not reward users with virtual currency or virtual goods in exchange for third party downloads, such as toolbars or ringtones, and you may not reward users with virtual currency for engaging in passive actions offered by third parties, such as watching a video, playing a mini-game, or taking an anonymous poll.

II. Storing and Using Data You Receive From Us

1. You will only request the data you need to operate your application.
2. You may cache data you receive through use of the Facebook API in order to improve your application's user experience, but you should try to keep the data up to date. This permission does not give you any rights to such data.
3. 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. In addition, you will include your privacy policy URL in the App Dashboard, and must also include a link to your app's privacy policy in any app marketplace that provides you with the functionality to do so.
4. A user's friends' data can only be used in the context of the user's experience on your application.
5. Subject to certain restrictions, including on transfer, users give you their basic account information when they connect with your application. For all other data obtained through use of the Facebook API, you must obtain explicit consent from the user who provided the data to us before using it for any purpose other than displaying it back to the user on your application.
6. You will not directly or indirectly transfer any data you receive from us, including user data or Facebook User IDs, to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising or monetization related toolset, even if a user consents to such transfer or use. By indirectly we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network. By any data we mean all data obtained through use of the Facebook Platform (API, Social Plugins, etc.), including aggregate, anonymous or derivative data.
7. You will not use Facebook User IDs for any purpose outside your application (e.g., your infrastructure, code, or services necessary to build and run your application). Facebook User IDs may be used with external services that you use to build and run your application, such as a web infrastructure service or a distributed computing platform, but only if those services are necessary to running your application and the service has a contractual obligation with you to keep Facebook User IDs confidential.
8. If you need an anonymous unique identifier to share outside your application with third parties such as content partners, advertisers, or ad networks, you must use our mechanism. You must never share this anonymous unique identifier with a data broker, information broker, or any other service that we may define as such under our sole discretion.
9. You will not sell any 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 data outside your application.
10. If you stop using Platform or we disable your application, you must delete all data you have received through use of the Facebook API unless: (a) it is basic account information; or (b) you have received explicit consent from the user to retain their data.
11. You cannot use a user's friend list outside of your application, even if a user consents to such use, but you can use connections between users who have both connected to your application.
12. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide an easily accessible mechanism for users to make such a request. We may require you to delete data you receive from the Facebook API if you violate our terms.
13. You will not include data you receive from us concerning a user in any advertising creative, even if a user consents to such use.
14. You must not give your secret key to another party, unless that party is an agent acting on your behalf as an operator of your application. You are responsible for all activities that occur under your account identifiers.

III. Content
A. General
1. Responsibility for content: You are responsible for all content of and within your application, including advertisements, user-generated content, and any content hosted, streamed or otherwise delivered to users by third parties. You must make it clear that this content is not provided by Facebook. You must also comply with the Facebook Community Standards.
2. Demographic restrictions: You are responsible for restricting access to your content in accordance with our content policies and all applicable laws and regulations. Although we provide controls to assist with this, please note that we make no representations regarding the sufficiency of any controls provided to you and that you are ultimately responsible for establishing legally compliant restrictions for each country where your app is visible.
3. Advertisements and cross-promotions:
    a. You must not include advertisements, cross-promote other applications, or provide web search functionality in content distributed

through Facebook social channels.

     b. You can only utilize advertising or similar monetization related products or services from companies that appear on this list of Advertising Providers within Apps on Facebook.com.

4. Promotions: If you run, reference, or facilitate a promotion (contest, competition, or sweepstake) on Facebook, you must comply with Facebook's Promotions Guidelines.

5. Permission from Facebook: You must not promote, or provide content referencing, facilitating, or containing online gambling, online real money games of skill or online lotteries without our written permission.

6. Quality of content: you are responsible for providing users with a quality experience and must not confuse, defraud, mislead, spam or surprise users. For example, you must monitor your app's negative feedback in Application Insights to ensure it stays below our thresholds, avoid excessive advertisements or bugs, and ensure the description of your app is consistent with your app's content.

B. Content Rights

1. You agree that you will not promote or provide content that references, facilitates, contains or uses content that infringes upon the rights of any third party, including intellectual property rights, privacy, publicity, moral or other personal or proprietary rights, or that is deceptive or fraudulent.

2. You must ensure that you own or have secured all rights necessary to copy, display, distribute, deliver, render and publicly perform all content of or within your application to Facebook users in all countries where you make the content available.

3. You are responsible for all licensing, reporting and payout obligations to third parties required in connection with content of or within your application.

4. You must use commercially reasonable geo-filtering technology to block access to your application's content in countries where you are unauthorized to deliver such content, or where delivery of such content would otherwise infringe the rights of a third party.

5. Although we have no obligation to do so, in our sole discretion we may request, and you are required to provide us, proof that your application and any content of or within your application is properly licensed.

C. Third Party Content

If your application contains content submitted or provided by third parties, you must comply with the following rules:

1. In the United States you must take all steps required to fall within the applicable safe harbors of the Digital Millennium Copyright Act including designating an agent to receive notices of claimed infringement, instituting a repeat infringer termination policy and implementing a "notice and takedown" process. In other countries, you must comply with local copyright laws and implement an appropriate "notice and takedown" process upon receiving a notice of claimed infringement.

IV. Application Integration Points

1. You must not incentivize users to use (or gate content behind the use of) Facebook social channels, or imply that an incentive is directly tied to the use of our channels.

2. You must not pre-fill any of the fields associated with the following products, unless the user manually generated the content earlier in the workflow: Stream stories (user_message parameter for Facebook.streamPublish and FB.Connect.streamPublish, and message parameter for stream.publish), Photos (caption), Videos (description), Notes (title and content), Links (comment), and Jabber/XMPP.

3. If a user grants you a publishing permission, actions you take on the user's behalf must be expected by the user and consistent with the user's actions within your app.

4. Platform integrations, including social plugins:

     a. Your advertisements must not include or be paired with any Platform integrations, including social plugins such as the Like button, without our written permission.

     b. You must not sell or purchase placement of our Social Plugins, and must not facilitate or participate in any like exchange program.

     c. You must not incentivize users to Like any Page other than your own site or application, and any incentive you provide must be available to new and existing users who Like your Page.

     d. You must not obscure or cover elements of our social plugins, such as the Like button or Like box plugin.

     e. Ad networks, ad exchanges, and data brokers must not use Facebook's Platform, logos, and trademarks (including, but not limited to, Platform APIs, social plugins, the Share button, and the F logo).

5. Facebook messaging (i.e., email sent to an @facebook.com address) is designed for communication between users, and not a channel for applications to communicate directly with users.

V. Enforcement

We can take enforcement action against you and any or all of your applications if we determine in our sole judgment that you or your application violates Facebook Platform Terms and Policies. Enforcement action is both automated and manual, and can include disabling your application, restricting you and your application's access to Platform functionality, terminating our agreements with you, or any other action as we in our sole discretion deem appropriate.

Communication with developers takes place via an email sent from the facebook.com or facebookmail.com domain to the contact email address registered to the application. To stay in touch, please ensure that your email address is current and that you do not filter out any such messages.

VI. Changes

We can change these Platform Policies at any time without prior notice as we deem necessary. Your continued use of Platform constitutes acceptance of those changes.

VII. Definitions

1. By "Application" we mean canvas page application, Platform integration, or any other technical integration we have assigned an application identification number.

2. By "Facebook social channel" we mean Application Info Section, Page Tab, Feed, Requests (including invites), inbox attachments

2. By "Facebook social channel" we mean Application Info Section, Page Tab, Feed, Requests (including invites), Inbox attachments, Chat, Cover, Bookmarks, or any other feature of a user profile or Facebook communication channel in which or through which an application can provide, display, or deliver content directed at, on behalf of, or by permission of a user.
3. By "basic account information" we mean: name, email, gender, birthday, current city, and profile picture URL.
4. By "Facebook Platform Terms and Policies" we mean the Statement of Rights and Responsibilities and the Platform Policies.
5. By "User data you receive from Facebook" we mean any data or content (including any images, text, or other information or materials) you receive from us, that was provided by users to us, or was associated by us with a particular user.

VIII. Branding and Promotion Policy

You must follow the guidelines set forth in the Facebook Brand Resource and Permissions Center.

IX. Advertising Guidelines

X. Facebook Developer Payments Terms

Developers participating in the program for accepting payments are subject to these terms.

XI. Ads API

1. You must use separate accounts for each client and use our multi-client manager functionality to structure your client accounts.
2. You may offer a white-label version of your application to third parties, but may only do so by creating a unique application for each third party (or requiring each third party to create their own application), and then requesting that we grant these applications access to our Ads API. If you create a unique application on behalf of the third party, you must include a required field for your clients to agree to Facebook Terms and Policies.
3. You may place 1x1 pixel view tags on certain advertisements with our prior authorization. All data collected or obtained by you or the advertiser, including but not limited to all view tag data that is not otherwise available through the Facebook service, and all data derived therefrom, may only be used by you or the advertiser on an anonymous basis to optimize and measure the performance of that advertiser's Facebook campaign. Neither you nor the advertiser may use data for the following purposes: retargeting whether on or off of the Facebook service; to commingle the data across multiple campaigns; to build or augment any user profiles, or to use piggybacking or redirects with the 1x1 pixel tags, or for any other purpose not expressly authorized by us.

Examples and Explanations

We want you to be successful on Facebook Platform, and we believe that the best way to do so is to provide a great user experience. Our Platform Policies will help you do this by explaining what's required; these examples and explanations will help you understand how to put that into practice.

Additional Languages

العربية	中文(香港)	中文(台灣)	Deutsch	Español	Français	עברית
Italiano	日本語	한국어	Polski	Português (Brasil)	Türkçe	

👍 Like 　💬 Send 　f 39,170 people like this.

Updated last Monday

CX0099

Exhibit E

Date of Last Revision: August 28, 2009

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 add an application and use Platform, your content and information is shared with the application. We require applications to respect your privacy settings, but your agreement with that application will control how the application can use the content and information you share. (To learn more about Platform, read our About Platform page.)
   4. When you publish content or information using the "everyone" setting, it means that everyone, including people off of Facebook, will have access to that information and we may not have control over what they do with it.
   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 harvestingbots, 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, pornographic, or that contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third party applicationcontaining, or advertise or otherwise market alcohol-related or othermature content without appropriate age-based restrictions.
9. You will not offer any contest, giveaway, or sweepstakes("promotion") on Facebook without our prior written consent. If weconsent, you take full responsibility for the promotion, and willfollow 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 serviceattack.
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 needyour help to keep it that way. Here are some commitments you make to usrelating to registering and maintaining the security of your account:

1. Youwill not provide any false personal information on Facebook, or createan account for anyone other than yourself without permission.
2. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
3. You will not use Facebook if you are under 13.
4. You will not use Facebook if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will not share your password, let anyone else accessyour account, or do anything else that might jeopardize the security ofyour account.
7. You will not transfer your account to anyone without first getting our written permission.
8. If you select a username for your account we reserve theright to remove or reclaim it if we believe appropriate (such as when atrademark owner complains about a username that does not closely relateto 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. Youwill not post content or take any action on Facebook that infringes orviolates 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'scopyright, and you believe we removed it by mistake, we will provideyou 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 (includingFacebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), orany confusingly similar marks, without our written permission.
7. If you collect information from users, you will: obtaintheir consent, make it clear you (and not Facebook) are the onecollecting their information, and post a privacy policy explaining whatinformation you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.

6. **Mobile**
   1. We currently provide our mobile services forfree, 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 mobiletelephone number, you will update your account information on Facebookwithin 48 hours to ensure that your messages are not sent to the personwho acquires your old number.

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. Wegive you permission to use Facebook's Share Link button so that userscan post links or content from your website on Facebook.
   2. You give us permission 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. Youare responsible for your application and its content and all uses youmake of Platform. This includes ensuring your application or use ofPlatform meets our [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. Youwill have a privacy policy or otherwise make it clear to users whatuser data you are going to use and how you will use, display, or sharethat data..
      3. You will make it clear to users what user data you are going to use and how you will

use, display, or share that data.

    4. You will not use, display, or share a user's data in a manner inconsistent with the user's [privacy](#) settings.

    5. Youwill delete all data you received from us relating to any user whodeauthorizes, disconnects, or otherwise disassociates from yourapplication unless otherwise permitted in our [Platform Policies](#).

    6. You will delete all data you received from Facebook if we disable your application or ask you to do so.

    7. We can require you to update any data you have received from us.

    8. We can limit your access to data.

    9. You will not transfer the data you receive from us (or enable that data to be transferred) without our prior consent.

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.

6. You will provide customer support for your application.

7. You will not show third party ads or web search boxes on Facebook user profiles or Pages.

8. We give you all rights necessary to use the code, APIs(along with all data received), or tools we provide to you, but only inconnection with your application.

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 orissue a press release or other public statement so long as you followour [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. havea policy for removing infringing content and terminating repeatinfringers that complies with the Digital Millennium Copyright Act.

    2. complywith the Video Privacy Protection Act ("VPPA"), and will obtainexplicit, opt-in consent from users prior to sharing with Facebook userdata subject to the VPPA. You acknowledge Facebook has no obligationsunder the VPPA.

14. We do not guarantee that Platform will always be free.

15. You give us all rights necessary to enable yourapplication to work with Facebook, including the right to incorporatecontent you provide to us into streams, profiles, and user actionstories.

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 forany purpose, including commercial (such as for targeting the deliveryof 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 toadvertisers, but also valuable to you. In order to do that, you agreeto the following:

1. You can use your [privacy](#)settings to limit how your name and profile picture may be associatedwith commercial or sponsored content served by us. You give uspermission to use your name and profile picture in connection with thatcontent, 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 orour publisher network. The following additional terms apply to you ifyou place an order through our online advertising portal ("Order"):

    1. Whenyou place an Order, you will tell us the type of advertising you wantto buy, the amount you want to spend, and your bid. If we accept yourOrder, 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, andare not responsible for click fraud or other improper actions thataffect the cost of running ads.
    7. You can cancel your Order at any time through our online portal, but it may take us seven days before the ad stops running.
    8. Our license to run your ad will end when we havecompleted your Order. You understand, however, that if users haveinteracted with your ads, your ads may remain until the users deleteit.
    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 makesure 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**
    1. Pages arespecial profiles that may only be used to promote a business or othercommercial, political, or charitable organization or endeavor(including non-profit organizations, political campaigns, bands, andcelebrities).
    2. You may only administer a Facebook Page if you are an authorized representative of the subject of the Page.
    3. Pages can only post content and information under the "everyone" setting.

4. When you publish content or information to your Page we have no obligation to distribute your content or information to users.
5. If you use a Fan Box widget off of our site to promote your Page, others will be able to copy and place the widget elsewhere.
6. You may not place a Fan Box widget in an advertisement.
7. If you collect user information on your Page, Section 9 of this Statement also applies to you.
8. If you display advertising on your Page, Section 11 of this Statement also applies to you.

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 (sectionsrelating to payments, application developers, website operators, andadvertisers), we will give you a minimum of three days notice. For allother changes we will give you a minimum of seven days notice. All suchcomments 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 whichyou will be provided alternatives. The vote shall be binding on us ifmore than 30% of all active registered users as of the date of thenotice vote.
    4. We can make changes for legal or administrative reasons upon notice without opportunity to comment.

14. **Termination**

    If you violate the letter or spirit of this Statement, or otherwisecreate possible legal exposure for us, we can stop providing all orpart of Facebook to you. We will notify you by email or at the nexttime you attempt to access your account. You may also delete youraccount or disable your application at any time. In all such cases,this Statement shall terminate, but the following provisions will stillapply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15.1, 9.18,10.3, 11.2, 11.5, 11.6, 11.9, 11.9, 11.12, 11.13, and 14-18.

15. **Disputes**
    1. You will resolve any claim, cause of actionor dispute ("claim") you have with us arising out of or relating tothis Statement or Facebook exclusively in a state or federal courtlocated in Santa Clara County. The laws of the State of California willgovern this Statement, as well as any claim that might arise betweenyou and us, without regard to conflict of law provisions. You agree tosubmit to the personal jurisdiction of the courts located in SantaClara County, California for the purpose of litigating all such claims.
    2. If anyone brings a claim against us related to youractions, content or information on Facebook, you will indemnify andhold us harmless from and against all damages, losses, and expenses ofany kind (including reasonable legal fees and costs) related to suchclaim.
    3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOUUSE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANYEXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIEDWARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANDNON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE ORSECURE. FACEBOOK IS NOT RESPONSIBLE FOR

THE ACTIONS, CONTENT,INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OURDIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES,KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANYCLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIARESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERALRELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW ORSUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITHTHE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHERCONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OFOR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEENADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITYARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATEROF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU HAVE PAID US IN THEPAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OREXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THEABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES,FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BYAPPLICABLE LAW.

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

We strive to create a global community with consistent standards foreveryone, but we also strive to respect local laws. The followingprovisions 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 UnitedStates, or are on the U.S. Treasury Department's list of SpeciallyDesignated Nationals you will not engage in commercial activities onFacebook (such as advertising or payments) or operate a Platformapplication or website.

17. **Definitions**
    1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.comand any other Facebook branded or co-branded websites (includingsub-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 thatenable applications, developers, operators or services, includingConnect and RSS feeds, to retrieve data from Facebook or provide datato 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(including Connect sites) that uses or accesses Platform, as well asanything else that receives data.

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 Statementare 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 athird-party application or use Facebook Connect, including how they mayaccess and use your data.
- [Platform 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 obtainedwritten pre-approval from us to offer contests, sweepstakes, and othertypes of promotions on Facebook.
- [How to Report Claims of Intellectual Property Infringement]()
- [How to Appeal Claims of Copyright Infringement]()

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)]()