

Facebook Open Source – Terms of Use

Effective Date: March 15, 2020

These Terms of Use (“**Terms**”) govern the use of this website (collectively, the “**Services**”). These terms are a legal contract between you and Facebook, Inc. (“**Facebook**”), so it is important that you review them carefully.

Please review these Terms carefully before using the Services. We may change these Terms or modify any features of the Services at any time. The most current version of the Terms can be viewed by clicking on the “Terms of Use” link posted through the Services. You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after we post the changes. If you do not agree to these terms, do not access or use these services.

Content

The Services are available only for your personal and informational purposes. We make no representations or warranties of any kind as to the accuracy, currency, or completeness of the information and other materials made available through the Services. Facebook is not liable for any decisions you may make in reliance on this content.

Prohibited Conduct

You may not access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any laws. For example, and without limitation, you may not:

- impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;
- engage in unauthorized spidering, “scraping,” or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any activity conducted on the Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service;
- distribute any unauthorized materials or advertise or promote goods or services without our permission (including, without limitation, by sending spam);
- submit content that infringes on the copyright, trademark, patent, or other intellectual property rights of any third party, are false, misleading, libelous, defamatory, obscene, abusive, hateful, or sexually-explicit, violate a third party’s right to privacy or publicity, or degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification; and
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in our sole judgment, exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

We may suspend or terminate your access to the Services for any reason at any time without notice. We also may investigate and work with law enforcement authorities to prosecute users who violate the Terms. Violations of system or network security may result in civil or criminal liability.

Links To Third-Party Content

The Services may contain links to third-party content. We do not control, endorse, sponsor, recommend, or otherwise accept responsibility for such content.

Limitation of Liabilities

Your use of the Services is at your own risk. The Services are provided “as is” without warranties of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, or other violation of rights. We do not warrant the adequacy, currency, accuracy, likely results, or completeness of the Services or any third-party sites linked to or from the Services, or that the functions provided will be uninterrupted, virus, or error-free. We expressly disclaim any liability for any errors or omissions in the content included in the Services or any third-party sites linked to or from the Services. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

In no event will we, or our owner, subsidiaries, affiliates, directors, officers, employees, agents, and assigns be liable for any direct or indirect, special, incidental, consequential or punitive damages, lost profits, or other damages whatsoever arising in connection with the use of the Services, any interruption in availability of the Services, delay in operation or transmission, computer virus, loss of data, or use, misuse, reliance, review, manipulation, or other utilization in any manner whatsoever of the Services or the data collected through the Services, even if one or more of them has been advised of the possibility of such damages or loss.

Indemnification

You agree to indemnify, defend, and hold us and our owner, subsidiaries, affiliates, directors, officers, employees, agents and assigns harmless from and against any and all loss, costs, expenses (including reasonable attorneys’ fees and expenses), claims, damages, and liabilities related to or associated with your use of the Services and any alleged violation by you of these Terms. We reserve the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide us with such cooperation as we reasonably request.

Choice of Law and Forum

You agree that your access to and use of the Services will be governed by and will be construed in accordance with the law of the California without regard to principles of conflicts of laws. For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County.

Miscellaneous

These Terms constitute the entire agreement between you and us concerning the Services. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Services.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of our right to comply with

governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.