

Electronically

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by Superior Court of California, County of San Mateo

ON 6/19/2020

By /s/ Anthony Berini
Deputy Clerk

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In Proporia Personum

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO (UNLIMITED JURISDICTION)

DANIEL BALSAM, an individual;) Case No.: 20-CIV-02559
)
Plaintiff,) COMPLAINT FOR DECLARATORY
v.) AND INJUNCTIVE RELIEF
)
FACEBOOK INC., a Delaware corporation;) 1. BREACH OF CONTRACT
MARK ZUCKERBERG, an individual;) 2. NEGLIGENCE
SHERYL SANDBERG, an individual;)
JENNIFER NEWSTEAD, an individual;) JURY TRIAL DEMANDED
JOEL KAPLAN, an individual;)
FIDJI SIMO, an individual;)
ELLEN SILVER, an individual;)
and DOES 1-100;)
)
Defendants.)

COMES NOW PLAINTIFF DANIEL BALSAM and files this Complaint for two causes of action against Defendants FACEBOOK INC. *et al* and alleges as follows:

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1 **I. NATURE OF THE ACTION**

2 1. This lawsuit is about:

- 3 • FACEBOOK’s defective algorithms that supposedly identify violations of the
4 Terms of Service (“TOS”) and Community Standards, but in fact incorrectly
5 target political speech;
- 6 • FACEBOOK’s inconsistent, arbitrary, capricious, and unfair application/
7 enforcement of those algorithms, including removing non-violative content,
8 falsely labeling users as “frequent violators,” and blocking users’ access to
9 *facebook.com* even when FACEBOOK admits that posts flagged by the
10 algorithms do *not* in fact violate Community Standards; and
- 11 • FACEBOOK’s refusal to allow users to contact a real person at FACEBOOK
12 about the removed content and the unjust blocks.

13 2. Plaintiff Daniel Balsam (“BALSAM”) brings this Action against Defendants
14 FACEBOOK INC. and six of its executives (collectively “FACEBOOK”) for negligence and
15 repeated breaches of the TOS contract between FACEBOOK INC. and BALSAM, which
16 incorporates the Community Standards. FACEBOOK’s defective algorithms have repeatedly
17 incorrectly identified BALSAM’s political speech on *facebook.com* as violations of the TOS and
18 Community Standards, and removed them. FACEBOOK has inconsistently and unfairly
19 applied/enforced the algorithms’ incorrect determinations of violative content, and so as the
20 result of BALSAM’s political speech, FACEBOOK has repeatedly punished BALSAM in an
21 unjust and draconian manner by blocking him from use of *facebook.com* for as long as 30 days,
22 thereby causing him harm, even when FACEBOOK admitted that BALSAM’s post did *not*
23 violate the Community Standards. Moreover, FACEBOOK failed to provide a means for
24 BALSAM to communicate with a real person at FACEBOOK about his purported violations of
25 the TOS and Community Standards, and the blocks.

26 3. BALSAM seeks declaratory and injunctive relief, as described herein.
27

28 **II. PARTIES**

29 **A. Plaintiff**

30 4. Plaintiff Daniel Balsam (“BALSAM”) is now, and was at all relevant times, a citizen and
31 resident of California.

1 **B. Defendants**

2 5. BALSAM is informed and believes and thereon alleges that Defendant FACEBOOK
3 INC. is now, and was at all relevant times, a Delaware corporation with a primary place of
4 business in Menlo Park, San Mateo County, California. FACEBOOK INC. owns and operates
5 the *facebook.com* website, a global social media platform, which allows billions of registered
6 users to create profiles; upload and link to articles and pictures; send messages; keep in touch
7 with friends, family, and colleagues worldwide; and see relevant, targeted advertising (which
8 FACEBOOK INC. monetizes). The *facebook.com* website also serves as a marketplace
9 connecting individual sellers and buyers. By design, *facebook.com* is a massive platform upon
10 which individuals and entities rely for their communications. References to FACEBOOK INC.
11 herein include its automatic algorithms that patrol the website searching for purported violations
12 of its Terms of Service (“TOS”) and Community Standards, the current versions of which are
13 attached hereto as Exhibits A and B respectively and incorporated herein by reference.

14 6. BALSAM is informed and believes and thereon alleges that Defendant MARK
15 ZUCKERBERG (“ZUCKERBERG”) is now, and was at all relevant times, the Founder,
16 Chairman, and Chief Executive Officer of FACEBOOK INC. BALSAM sues ZUCKERBERG
17 only in his capacity as an officer/employee of FACEBOOK INC., for his role in the actions
18 described herein.

19 7. BALSAM is informed and believes and thereon alleges that Defendant SHERYL
20 SANDBERG (“SANDBERG”) is now, and was at all relevant times, the Chief Operating Officer
21 of FACEBOOK INC. BALSAM sues SANDBERG only in her capacity as an officer/employee
22 of FACEBOOK INC., for her role in the actions described herein.

23 8. BALSAM is informed and believes and thereon alleges that Defendant JENNIFER
24 NEWSTEAD (“NEWSTEAD”) is now, and was at all relevant times, the General Counsel of
25 FACEBOOK INC. BALSAM sues NEWSTEAD only in her capacity as an officer/employee of
26 FACEBOOK INC., for her role in the actions described herein.

27 9. BALSAM is informed and believes and thereon alleges that Defendant JOEL KAPLAN
28 (“KAPLAN”) is now, and was at all relevant times, the Vice President of Global Public Policy at
29 FACEBOOK INC. BALSAM sues KAPLAN only in his capacity as an officer/employee of
30 FACEBOOK INC., for his role in the actions described herein.

1 10. BALSAM is informed and believes and thereon alleges that Defendant FIDJI SIMO
2 (“SIMO”) is now, and was at all relevant times, the Head of the Facebook App at FACEBOOK
3 INC. BALSAM sues SIMO only in her capacity as an officer/employee of FACEBOOK INC.,
4 for her role in the actions described herein.

5 11. BALSAM is informed and believes and thereon alleges that Defendant ELLEN SILVER
6 (“SILVER”) is now, and was at all relevant times, the Vice President of Operations at
7 FACEBOOK INC. BALSAM sues SILVER only in her capacity as an officer/employee of
8 FACEBOOK INC., for her role in the actions described herein.

9 12. BALSAM does not know the true names or legal capacities of the Defendants designated
10 herein as DOES 1-100, inclusive, and therefore sue said Defendants under the fictitious name of
11 “DOE.” BALSAM is informed and believes and thereon alleges that each of the Defendants
12 designated herein as a DOE is legally responsible in some manner for the matters alleged in this
13 Complaint. When the identities of the DOE Defendants are discovered, or otherwise made
14 available, BALSAM will seek to amend this Complaint to allege their identity and involvement
15 with particularity.

16 13. BALSAM hereafter refers to Defendants FACEBOOK INC. (including the algorithms),
17 ZUCKERBERG, SANDBERG, NEWSTEAD, KAPLAN, SIMO, SILVER, and DOES 1-100
18 collectively as “FACEBOOK.”
19

20 **III. JURISDICTION AND VENUE**

21 14. [Unlimited] jurisdiction and venue are proper in the Superior Court of California, County
22 of San Mateo because: a) BALSAM and FACEBOOK INC. are both citizens of California; b)
23 FACEBOOK INC. is headquartered in San Mateo County, California; c) FACEBOOK INC.’s
24 TOS, Section 4, ¶ 2 specifies that disputes may be litigated in this Court; and d) BALSAM seeks
25 a permanent injunction not available in limited jurisdiction, Code Civ. Proc. §§ 86(a)(1), 580(b).
26

27 **IV. STATEMENT OF FACTS**

28 15. BALSAM has been actively using *facebook.com* since 2008. BALSAM’s user account is
29 “danbalsam.”

30 16. The relationship between BALSAM and FACEBOOK is governed by the TOS, which –
31 at Section 3, ¶ 2 – incorporates the Community Standards. See Exhibits A-B.

1 17. BALSAM relies on *facebook.com* as a means of keeping in touch with family, friends,
2 classmates, and community members; receiving updates from individuals, entities, political
3 campaigns, and websites that he has “liked” and follows; and viewing relevant advertising
4 targeted to his interests. BALSAM’s use of *facebook.com* includes both one-to-one
5 communication with other friends/users and, more often, efficiently “broadcasting” his original
6 posts and reposts of others’ content to hundreds of friends/users at a time, via his own “wall” and
7 also in smaller groups (and sub-groups) of which he is a member. BALSAM is informed and
8 believes and thereon alleges that this sort of mass communication via *facebook.com* is exactly
9 how FACEBOOK intended users like BALSAM to use the platform. BALSAM’s ability to
10 communicate via *facebook.com* has been particularly important to him in 2020 due to
11 coronavirus-related restrictions on travel and socializing in person.

12 18. FACEBOOK repeatedly blocked BALSAM from using *facebook.com*, in violation of the
13 TOS and Community Standards, as described herein. Such blocking may have caused and could
14 cause reputation damage in the future, and it restricts BALSAM’s ability to communicate on
15 *facebook.com* with friends, family, classmates, and community members about topics ranging
16 from politics to parenting to local events to humor to legal matters.

17 **A. Facebook’s Terms of Service and Community Standards are Inconsistently Enforced by**
18 **Defective Algorithms**

19 19. The TOS states at Section 3, ¶ 2 that “If we remove content that you have shared in
20 violation of our Community Standards, we’ll let you know and explain any options you have to
21 request another review, unless you seriously or repeatedly violate these Terms [].” See Exhibit
22 A.

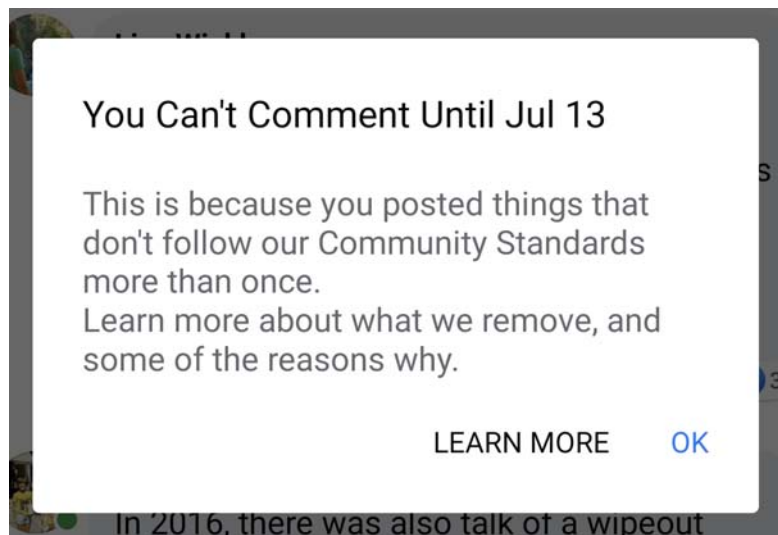
23 20. The Introduction to the Community Standards states that “The consequences for violating
24 our Community Standards vary depending on the severity of the violation and the person’s
25 history on the platform. For instance, we may warn someone for a first violation, but if they
26 continue to violate our policies, we may restrict their ability to post on Facebook or disable their
27 profile.” See Exhibit B.

28 21. BALSAM is informed and believes and thereon alleges that FACEBOOK relies heavily
29 (if not exclusively) on automated algorithms to determine if user-posted content violates the
30 Community Standards. See e.g. Billy Perrigo, *Facebook Says It’s Removing More Hate Speech*
31 *Than Ever Before. But There’s a Catch*, TIME (Nov. 27, 2019), available at <https://time.com/5739688/facebook-hate-speech-languages>.

1 22. BALSAM is informed and believes and thereon alleges that FACEBOOK’s algorithms
2 are defective, by which BALSAM means that the algorithms do not correctly identify violations
3 of the Community Standards. The algorithms suffer from both false positives (flagging non-
4 violative content) and false negatives (failing to flag content that is violative). The algorithms
5 also fail to distinguish between e.g. user-posted content that *is* racist, and user-posted content
6 that *criticizes* racism but of necessity references the racist content in order to do so.

7 23. Additionally, BALSAM is informed and believes and thereon alleges that FACEBOOK
8 knowingly and willfully created, applies, and enforces its algorithms in an inconsistent, arbitrary,
9 and capricious manner such that political speech by public figures is permitted, even as the
10 identical speech by ordinary people is removed. For example, FACEBOOK permitted a June
11 2020 post by President Trump promoting violence, even as it removed another user’s identically-
12 worded post designed to test FACEBOOK’s Community Standards. *See e.g.* Jason Murdock,
13 *Facebook Account Copying Trump's Posts Word-for-Word Gets Flagged for Inciting Violence*,
14 NEWSWEEK (June 12, 2020), *available at* [https://www.newsweek.com/facebook-donald-trump-
15 suspendthepres-experieient-post-tweet-flagged-inciting-violence-1510418](https://www.newsweek.com/facebook-donald-trump-suspendthepres-experieient-post-tweet-flagged-inciting-violence-1510418).

16 24. BALSAM is informed and
17 believes and thereon alleges that
18 FACEBOOK’s algorithms keep
19 track of users’ history of purported
20 violations of the TOS and
21 Community Standards, and that
22 FACEBOOK can and does label
23 purported “frequent violator”
24 users.



25 25. BALSAM is informed and
26 believes and thereon alleges that FACEBOOK’s algorithms will analyze posts by “frequent
27 violators” with greater scrutiny going forward, and the number of such purported violations –
28 whether valid or not – increases the severity of FACEBOOK’s punitive actions, including but
29 not limited to the length of time for which FACEBOOK will block users’ full use of
30 *facebook.com*.

1 26. As a result, FACEBOOK has repeatedly and improperly removed BALSAM's
2 posts/comments, incorrectly labeled him as a "frequent violator," and unfairly imposed
3 increasingly harsh punishments for *non*-violations of the TOS and Community Standards.

4 27. In BALSAM's experience, it is very difficult if not impossible to communication with a
5 real person at FACEBOOK responsible for reviewing content and alleged violations of the TOS
6 and Community Standards. In marked contrast, Amazon, as an example, makes it very easy to
7 contact customer service if there is a problem with a product or purchase. Customers can click
8 links on *amazon.com* to send an email, enter a chat session, or even enter their telephone number
9 and Amazon will call them back within minutes or even seconds.

10 28. If FACEBOOK's algorithms flag users' posts as violating the TOS and/or Community
11 Standards, users can click links to dispute that determination, and it is possible that FACEBOOK
12 may subsequently determine that the posts do *not* actually violate the Community Standards.
13 However, even if the flagged posts are restored, BALSAM is informed and believes and thereon
14 alleges that the "strikes" against the users remain and accumulates to the users' totals, and the
15 algorithms do not take that subsequent determination into account as far as FACEBOOK's user-
16 blocks are concerned. In other words, a user-block triggered by a purported violation is not
17 reversed even when FACEBOOK admits that the user's post was *not* violative. Thus,
18 FACEBOOK unfairly punishes users like BALSAM for its own mistakes.

19 29. BALSAM is informed and believes and thereon alleges that the combination of these
20 factors means that FACEBOOK – in violation of the TOS and Community Standards – has:

- 21 • Penalized BALSAM (and other users) for posting content, including political
22 speech, that does not violate the TOS and Community Standards; and
- 23 • Wrongfully blocked BALSAM (and other users) from using *facebook.com*.

24 This happens even when:

- 25 • BALSAM reposted the same content that others previously posted on
26 *facebook.com* (which FACEBOOK did not remove); and
- 27 • FACEBOOK subsequently admitted that BALSAM's content did *not* violate the
28 Community Standards.

29 30. Even as FACEBOOK has repeatedly and unfairly targeted BALSAM by removing his
30 political speech and blocking him as detailed below, BALSAM is informed and believes and
31 thereon alleges that FACEBOOK permits Nazi sympathizers, child pornographers, traffickers of

1 endangered animals, politicians making demonstrably false statements, and anti-LGBTQ
2 activists to post actual hateful content, and not only permits the creation of hate groups but
3 encourages members of such groups to join other hate groups, via other faulty algorithms of
4 which FACEBOOK is aware and has not corrected, thereby promoting harm at a societal level.

5 **B. Facebook Has Repeatedly and Unjustifiably Removed Balsam’s Posts/Comments and**
6 **Blocked Him from Full Use of Facebook’s Services**

7 ***1. October 2016 Incident***

8 31. On October 19, 2016, FACEBOOK flagged and removed a political post that BALSAM
9 made of an article from *winningdemocrats.com* entitled “President Obama Just Trolled Trump
10 Into Making A TERRIBLE Decision, We Can’t Stop Laughing,” for purported violations of the
11 Community Standards because the post supposedly contained “spam” (the colloquial term for
12 “unsolicited commercial email advertisements”; see Bus. & Prof. Code § 17529). BALSAM
13 denies that the article contained spam; indeed, by definition an article *on a website* cannot be
14 *email*. Moreover, BALSAM read that article on *facebook.com* in the first place, and simply
15 reposted it, meaning that FACEBOOK had determined that the source post was not violative and
16 had not removed it.

17 ***2. August 2018 Incident***

18 32. On August 23, 2018, FACEBOOK flagged and removed a political post that BALSAM
19 made of an article from *cnbc.com* entitled “New York state has subpoenaed Michael Cohen in
20 Trump Foundation probe,” to which BALSAM added commentary “I love New York” and
21 included a quote from the article (“New York’s Attorney General Barbara Underwood had filed
22 suit against Trump and members of his family in June, alleging a pattern of ‘persistently illegal
23 conduct’ at the nonprofit foundation”), for purported violations of the Community Standards
24 because this post also supposedly contained spam. (As above, this is nonsensical.) BALSAM
25 disputed that the post violated the Community Standards, but FACEBOOK did not restore the
26 post. Again, BALSAM read that article on *facebook.com* in the first place, and simply reposted
27 it, meaning that FACEBOOK had determined that the source post was not violative and had not
28 removed it, and that BALSAM’s reposting was flagged/removed only because of enhanced
29 scrutiny of BALSAM’s account.

30 ***3. October 2018 Incident***

31 33. On October 29, 2018, FACEBOOK flagged and removed a post that BALSAM made,
although BALSAM cannot determine from the “Facebook Support Inbox” what the post was, on

1 the grounds that the post purportedly violated the Community Standards. BALSAM disputed the
2 determination, and the next day, FACEBOOK responded “We’re sorry we got this wrong. We
3 reviewed your post again and it does follow our Community Standards. We appreciate you
4 taking the time to request a review. Your feedback helps us do better.”

5 **4. July-September 2019 Incidents (Marketplace)**

6 34. On various dates from July-September 2019, BALSAM attempted to sell a variety of
7 baby/toddler items through Facebook Marketplace. FACEBOOK sent BALSAM messages that
8 some of the items violated FACEBOOK’s Commerce Policies and removed BALSAM’s entire
9 posts, but repeatedly refused to identify specifically which items were violations, despite
10 BALSAM’s repeated requests. In fact, FACEBOOK eventually sent BALSAM an email that
11 there was nothing wrong with his items, but not until after temporarily freezing BALSAM’s
12 account.

13 **5. August 2019 Incident**

14 35. On August 24, 2019, FACEBOOK flagged and removed a political post that BALSAM
15 made of an article from *metro.co.uk* entitled “Somebody made a collage of Donald Trump out of
16 explicit dick pics,” on the grounds that the post purportedly violated the Community Standards
17 on nudity or sexual activity. BALSAM disagrees. First, the 500 small “dick pics” that
18 comprised the Trump “mosaic” picture that appeared on *facebook.com* were so small that a
19 person viewing the post would only see a picture of Donald Trump and could not identify any
20 male genitalia. A user would have to click to open the article, read it on *metro.co.uk*’s website
21 (*not on facebook.com*), and zoom in to determine what the “mosaic tiles” actually were. Second,
22 the article and the picture were political speech, criticizing President Trump by calling him a
23 “dick,” but that was hardly the first article on *facebook.com* calling Trump a “dick” (or worse).
24 Third, the Community Standards at Section III, Part 14 expressly permit nudity “as a form of
25 protest.” Again, BALSAM read that article on *facebook.com* in the first place, and simply
26 reposted it, meaning that FACEBOOK had determined that the source post was not violative and
27 had not removed it, and that BALSAM’s reposting was flagged/removed only because of
28 enhanced scrutiny of BALSAM’s account.

29 **6. November 2019 Incident (Marketplace)**

30 36. On November 11, 2019, BALSAM attempted to sell a pair of Harry Potter and the
31 Cursed Child tickets at cost (no markup) through Facebook Marketplace. FACEBOOK stated

1 that the items were not approved and removed them, with no further explanation, and no one at
2 FACEBOOK ever responded to BALSAM's query: "What is illegal about Harry Potter tickets,
3 you silly Muggle!?"

4 **7. November 2019 Incident**

5 37. On November 22, 2019, FACEBOOK flagged and removed a political post that
6 BALSAM made of an article from *thehill.com* entitled "Poll finds sharp swing in opposition to
7 impeachment among independents," to which BALSAM added commentary "This makes
8 absolutely no sense. I guess Americans are even more stupid than I thought," on the grounds
9 that BALSAM purportedly did not follow the Community Standards on hate speech. BALSAM
10 disputed the determination; FACEBOOK claimed that it reviewed the post and confirmed the
11 determination. BALSAM denies that this was hate speech – not least because he is American
12 too – and in context it is obviously a political opinion. Again, BALSAM read that article on
13 *facebook.com* in the first place, and simply reposted it, meaning that FACEBOOK had
14 determined that the source post was not violative and had not removed it, and that BALSAM's
15 reposting was flagged/removed only because of enhanced scrutiny of BALSAM's account.

16 **8. January 2020 Incidents**

17 38. On January 1, 2020, FACEBOOK flagged and removed BALSAM's post to a private
18 group of some of his college classmates of a political article from *medium.com* entitled "The
19 2010's: The Decade of Shitty White People. We were so close," on the grounds that BALSAM
20 purportedly did not follow the Community Standards on hate speech. BALSAM maintains that
21 "Shitty White People" is not hate speech, as defined by the Community Standards. It does not
22 intimidate or exclude people. It does not attack *all* white people, but rather *certain* white people
23 who have in fact acted in a racist manner. Although the article quotes racist statements and
24 behavior, it does so in order to criticize that racism. For example, the article included the
25 inflammatory "N-word" but only to sharply criticize Republican strategist Lee Atwater for using
26 the term in 1981. The fact that BALSAM posted an article including the N-word does not mean
27 that BALSAM was endorsing the word himself. Although the article quotes/criticizes *other*
28 *peoples'* statements of inferiority and calls for exclusion and segregation, the article itself does
29 not promote violence or dehumanizing actions, or make its own statements of inferiority or calls
30 for exclusion or segregation... just the opposite. In fact, BALSAM posted the article for
31 purposes of raising awareness and educating others about America's shameful racist past so that

1 his *facebook.com* friends can try to do better. Indeed, the Community Standards at Section III,
2 Part 12 permit precisely this use. Balsam disputed the determination; FACEBOOK responded
3 that it reviewed the post and confirmed the violation. BALSAM still denies that this was hate
4 speech – not least because BALSAM is a white person too – but more importantly, in context it
5 is obviously a statement that *some* white people, not all, have been treating African-Americans
6 badly... a statement that has been proven over and over again in spring-summer 2020 to be
7 absolutely true. Again, BALSAM read that article on *facebook.com* in the first place, and simply
8 reposted it, meaning that FACEBOOK had determined that the source post was not violative and
9 had not removed it, and that BALSAM’s reposting was flagged/removed only because of
10 enhanced scrutiny of BALSAM’s account.

11 39. As noted, FACEBOOK flagged and removed the “Shitty White People” article that
12 BALSAM posted to a private group comprised of some of his college classmates. Another
13 member of the same private group subsequently posted the same article and his post was not
14 flagged and removed. This supports BALSAM’s beliefs that: a) FACEBOOK inconsistently
15 enforces the TOS and Community Standards, and b) FACEBOOK’s algorithms by now
16 considered him to be a “frequent violator” as a result of the previous history described above,
17 even though none of the previous conduct in fact violated the TOS or Community Standards.

18 40. In response to this alleged violation in a private group, FACEBOOK blocked BALSAM
19 from using *facebook.com* for three days. BALSAM is informed and believes and thereon alleges
20 that other users’ posts/comments in other private groups that are explicitly racist, contain child
21 pornography, etc. continue unmoderated and uncensored.

22 41. On January 3, BALSAM sent a detailed letter by U.S. Mail to Facebook Community
23 Support and copied FACEBOOK INC.’s Chief Operating Officer SANDBERG and General
24 Counsel NEWSTEAD, both of whom happen to be college classmates of BALSAM (although
25 BALSAM does not know either of them personally), asking them to remove the block. No one
26 from FACEBOOK ever responded.

27 42. On January 5, after the block was removed, BALSAM made a post to the same private
28 group explaining what had happened. This new post was about the three-day block, and it
29 referred to but did *not* link to the “Shitty White People” article.

30 43. Nevertheless, simply posting about the incident caused FACEBOOK to flag and remove
31 the post, and block BALSAM from using *facebook.com* for seven days.

1 44. On January 9, BALSAM sent another letter via U.S. Mail to Facebook Community
2 Support, SANDBERG, and NEWSTEAD, and again, no one responded.

3 **9. April 2020 Incident**

4 45. On April 21, 2020, BALSAM saw a user's post/picture on *facebook.com* of heavily-
5 armed male militia types protesting female Michigan Governor Gretchen Whitmer's shelter-in-
6 place order, in response to the coronavirus pandemic. BALSAM is informed and believes and
7 thereon alleges that picture below, or something substantively similar, was the picture at issue.



17 46. President Trump had already turned Governor Whitmer's shelter-in-place into a gender
18 issue by stating that he had "a 'big problem' with the 'young, a woman governor' in Michigan,
19 adding that he cautioned Vice President Mike Pence not to call 'the woman in Michigan'." See
20 Allan Smith, *'That woman from Michigan': Gov. Whitmer stands out in the pandemic. Just ask*
21 *Trump*, NBC NEWS (Apr. 8, 2020), available at [https://www.nbcnews.com/politics/donald-](https://www.nbcnews.com/politics/donald-trump/woman-michigan-gov-whitmer-stands-out-pandemic-just-ask-trump-n1170506)
22 [trump/woman-michigan-gov-whitmer-stands-out-pandemic-just-ask-trump-n1170506](https://www.nbcnews.com/politics/donald-trump/woman-michigan-gov-whitmer-stands-out-pandemic-just-ask-trump-n1170506).

23 47. BALSAM added a political comment to that post/picture (as opposed to initiating a post
24 like the previous incidents): "Is it because men are more stupid than women are when it comes to
25 breaking quarantine?" FACEBOOK immediately flagged and removed the comment on the
26 grounds that it purportedly went against the Community Standards on hate speech. BALSAM
27 denies that this comment was hate speech, not least because he is a man too. Moreover, the
28 comment was a question, not a declaration. Furthermore, the comment was not related to gender
29 in general, but rather specifically in the context of protesting a valid order by a duly-elected
30 (female) official related to public safety. Finally, increasing numbers of coronavirus cases as
31 some states have begin to reopen prove that BALSAM was right, too much social contact now is

1 stupid, regardless of who does it. But in that particular picture, it just so happened to be armed
2 *men* walking around without masks, protesting a *female* Governor’s order.

3 48. BALSAM disputed the determination that the comment violated the Community
4 Standards. FACEBOOK simply responded “Thank you for your feedback. We use it to make
5 improvements on future decisions,” without even stating that it would review the comment, and
6 closed the case.

7 49. This comment and purported violation caused FACEBOOK to block BALSAM from
8 *facebook.com* for 30 days.

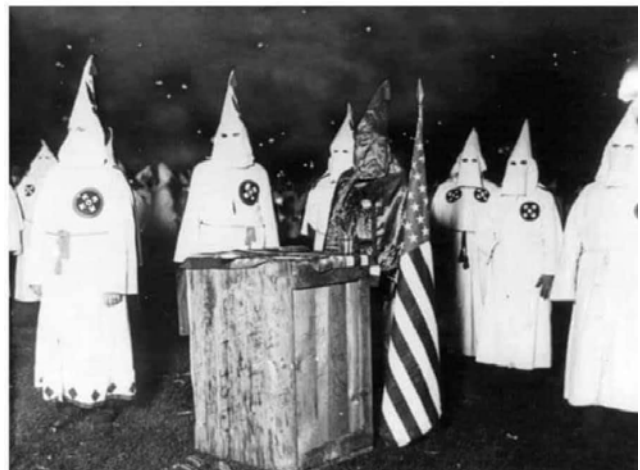
9 50. BALSAM could not find any means to initiate contact with Facebook Community
10 Support through the website. BALSAM did not send another letter by U.S. Mail this time, since
11 Facebook Community Support, SANDBERG, and NEWSTEAD had all ignored two letters in
12 January.

13 51. BALSAM sent NEWSTEAD a message (via Facebook Messenger) on April 22
14 explaining the situation and asking her to restore his account status. She responded: “Hi Dan.
15 Thanks for reaching out. I’ll send this on to the responsible team and see if someone can get back
16 to you.” But neither NEWSTEAD nor anyone else at FACEBOOK ever responded again, even
17 after BALSAM sent NEWSTEAD three more messages.

18 ***10. June 2020 Incident***

19 52. On June 13, 2020, BALSAM posted
20 a political meme on *facebook.com* that
21 contrasted conservatives who now refuse to
22 wear masks despite the coronavirus
23 pandemic, with conservative Ku Klux Klan
24 members from decades past who wore full
25 masks and hoods. Balsam was *not*
26 promoting the KKK in any way; just the
27 opposite. FACEBOOK immediately flagged
28 and removed the post for purported
29 violations of the Community Standards, but
30 this notification did *not* specify hate speech.
31 BALSAM denies that the picture violated

I don't know why conservatives
are making such a big deal about
wearing a mask in public. It's not
like it bothered them before:



1 any part of the Community Standards. It is well-documented that conservatives are less likely to
2 wear masks despite the coronavirus pandemic. *See e.g.* Ryan Lizza and Daniel Lippman,
3 *Wearing a mask is for smug liberals. Refusing to is for reckless Republicans*, POLITICO (May 1,
4 2020), available at [https://www.politico.com/news/2020/05/01/masks-politics-coronavirus-](https://www.politico.com/news/2020/05/01/masks-politics-coronavirus-227765)
5 227765. Thus, this meme is a political statement in light of a global pandemic. Moreover, the
6 Community Standards do not protect people with conservative political leanings.

7 53. In addition to removing the picture, FACEBOOK immediately blocked BALSAM from
8 *facebook.com* for another 30 days.

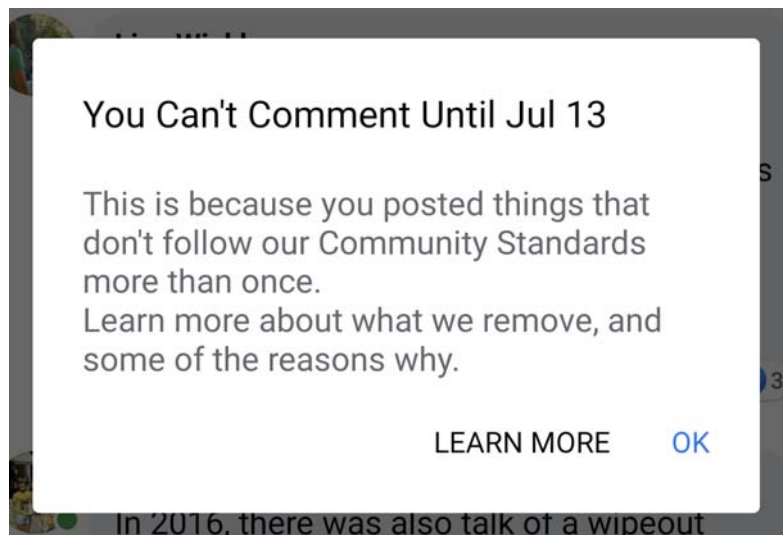
9 54. BALSAM immediately disputed FACEBOOK’s decision, and an hour later,
10 FACEBOOK responded: “We’re sorry we got this wrong. We reviewed your post again and it
11 does follow our Community Standards. We appreciate you taking the time to request a review.
12 Your feedback helps us do better.”

13 55. However, even though
14 FACEBOOK admitted that
15 BALSAM did not violate any
16 Community Standards by this
17 post, the 30 day block for posting
18 and commenting remained in
19 effect, through July 13.

20 56. BALSAM spent more than
21 an hour that day searching for a
22 way to contact Facebook

23 Community Support about removing the block, since FACEBOOK had just admitted that
24 BALSAM’s post did not violate Community Standards after all, but he could find no way to do
25 so. BALSAM even replied to an old email from one of the Facebook Marketplace disputes, and
26 sent messages (via Facebook Messenger) to SANDBERG and NEWSTEAD, but no one
27 responded.

28 //
29 //
30 //
31 //



1 **FIRST CAUSE OF ACTION**

2 **[Breach of Contract, Civil Code §§ 1549, 3384, 3342]**
3 **(Against Defendant Facebook Inc.)**

4 57. BALSAM hereby incorporates the foregoing paragraphs as though set forth in full herein.

5 58. BALSAM agreed to FACEBOOK INC.'s TOS (a contract of adhesion) when he joined
6 *facebook.com*.

7 59. BALSAM did all, or substantially all, of the significant things that the TOS required him
8 to do.

9 60. FACEBOOK INC., by and through its algorithms, failed to follow its TOS and
10 Community Standards, and repeatedly, arbitrarily, capriciously, and unjustifiably blocked
11 BALSAM from using *facebook.com*. Specifically:

12 61. FACEBOOK INC. breached its TOS and Community Standards by removing multiple
13 posts (and a comment) by BALSAM on the grounds that they purportedly violate its Community
14 Standards, even though no reasonable person would believe that they do so. To the extent that
15 these removals were due to algorithms, the algorithms are defective. Indeed, on multiple
16 occasions, after the defective algorithms flagged BALSAM's posts as violative, FACEBOOK
17 subsequently admitted that the posts were compliant and it was wrong to remove them.
18 Moreover, BALSAM saw much of that content elsewhere on *facebook.com* and merely reposted
19 it, demonstrating that the algorithms are also inconsistently, arbitrarily, capriciously, and unfairly
20 applied.

21 62. FACEBOOK INC. breached its TOS and Community Standards by repeatedly restricting
22 BALSAM's full use of *facebook.com*, even though his posts and comment did not violate its
23 Community Standards, as FACEBOOK has even admitted in several cases. In particular,
24 FACEBOOK INC. blocked BALSAM for an entire month in response to the June 2020 post (the
25 KKK meme), and the block remained in effect even after FACEBOOK INC. admitted its error
26 and restored the post.

27 63. FACEBOOK INC. makes it near-impossible if not completely impossible for BALSAM
28 (and other users) to report inconsistencies that would act as useful user feedback for
29 FACEBOOK INC. to enter "bug" tickets in order to improve its algorithms, product, and user
30 experience; and to engage in a constructive dialogue with a real person at FACEBOOK INC.
31

1 about alleged violations of the TOS or Community Standards, or FACEBOOK INC.'s improper
2 content removals and blocks.

3 64. BALSAM has been harmed by FACEBOOK INC. repeatedly and incorrectly
4 determining that his posts/comments violated the TOS and/or Community Standards, leading to
5 FACEBOOK INC. repeatedly removing his content, including political speech, and blocking him
6 from full use of *facebook.com*, even when FACEBOOK INC. subsequently admitted that the
7 content did *not* violate the TOS and/or Community Standards. This harm includes possible
8 reputation damage, and restricted ability to communicate on *facebook.com* with friends, family,
9 classmates, and community members about topics ranging from politics to parenting to local
10 events to humor to legal matters, which is particularly important during coronavirus-related
11 restrictions on travel and personal contact.

12 65. FACEBOOK INC.'s repeated breaches of its TOS and Community Standards were a
13 substantial factor in causing BALSAM's harm.

14
15 WHEREFORE, BALSAM prays for judgment against Defendant FACEBOOK INC. as
16 hereinafter set forth.

17
18 **SECOND CAUSE OF ACTION**

19 **[Negligence, Civil Code § 1714(a)]**
20 **(Against All Defendants)**

21 66. BALSAM hereby incorporates the foregoing paragraphs as though set forth in full herein.

22 67. The FACEBOOK Defendants were all negligent as to the creation and application of
23 FACEBOOK's algorithms and disciplinary policies; BALSAM was harmed; and FACEBOOK's
24 negligence was a substantial factor in causing BALSAM's harm. More specifically:

25 68. Duty: Because FACEBOOK has the ability to remove users' posts and comments, and
26 the immense power to block users from fully using *facebook.com*, and given that FACEBOOK
27 has, by design, created a communications platform of user-created content upon which billions
28 of people rely, FACEBOOK has a duty to create and operate algorithms that accurately identify
29 hate speech and other violations of the TOS and Community Standards, and to enforce the TOS
30 and Community Standards fairly and consistently. Further, due to FACEBOOK's importance –
31 by design – as a global communications platform (e.g. the "Mark Yourself Safe" feature in case

1 of a natural disaster or shooting so users can tell their friends that they are safe), and given the
2 very real risk to users of purported non-compliance with the TOS and Community Standards,
3 FACEBOOK has a duty to enable users to initiate substantive contact with a real person at
4 Facebook Customer Support in regard to purported violations of the TOS and/or Community
5 Standards and FACEBOOK's wrongful blocking of its users.

6 69. Breach: FACEBOOK failed to meet this standard of conduct. FACEBOOK's algorithms
7 do not work properly; indeed, on several occasions FACEBOOK admitted that the algorithms
8 incorrectly determined that BALSAM's posts/comments violated its Community Standards.
9 FACEBOOK's arbitrary, capricious, and inconsistent application and enforcement of the TOS
10 and Community Standards breaches its duty to BALSAM and other users. Moreover,
11 FACEBOOK makes it impossible or near impossible to initiate contact with a real person at
12 FACEBOOK to discuss its improper removal of content and blocks. Particularly egregiously, in
13 June 2020, FACEBOOK blocked BALSAM for a month and failed to remove the block even
14 after FACEBOOK admitted that the flagged post (the KKK meme) did *not* violate its
15 Community Standards.

16 70. Proximate Cause: The combination of FACEBOOK's defective algorithms (flagging
17 posts and scoring users), lack of proper human review, failure to restore BALSAM's full access
18 to *facebook.com* even after confirming that BALSAM's June 2020 post did not violate its
19 Community Standards, and failure to enable a means for BALSAM to contact a real person at
20 Facebook Customer Support was the proximate cause of BALSAM's injuries.

21 71. Damages: As the result of FACEBOOK's actions and inactions, BALSAM has been
22 harmed by FACEBOOK repeatedly and incorrectly determining that his posts/comments violated
23 the TOS and Community Standards, leading to FACEBOOK repeatedly removing his content,
24 including political speech, and blocking him from full use of *facebook.com*, even when
25 FACEBOOK subsequently admitted that the content did *not* violate the Community Standards.
26 This harm includes possible reputation damage, and restricted ability to communicate on
27 *facebook.com* with friends, family, classmates, and community members about topics ranging
28 from politics to parenting to local events to humor to legal matters, which is particularly
29 important during coronavirus-related restrictions on travel and personal contact.
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1 72. BALSAM is informed and believes and thereon alleges that Defendants ZUCKERBERG,
2 SANDBERG, NEWSTEAD, KAPLAN, SIMO, and SILVER have all been personally involved
3 in the creation and application of FACEBOOK’s algorithms.
4

5 WHEREFORE, BALSAM prays for judgment against Defendants as hereinafter set forth.
6

7 **PRAYER FOR RELIEF**

8 **(Against All Defendants)**

- 9 A. An Order from this Court declaring that BALSAM’s posts and comments on
10 *facebook.com* described herein did not violate FACEBOOK INC.’s TOS or Community
11 Standards.
12 B. An Order from this Court declaring that FACEBOOK must restore BALSAM’s full
13 access to *facebook.com*’s website and services.
14 C. An Order from this Court that FACEBOOK must remove any “high-risk,” “frequent-
15 violator,” or similar flags or indicators on BALSAM’s *facebook.com* account.
16 D. An Order from this Court that FACEBOOK must immediately review its overall process
17 for flagging, reviewing, and removing purportedly violative content; that FACEBOOK
18 must create transparency in how individual users can dispute incorrect determinations by
19 the algorithms; and that FACEBOOK (including its algorithms) must follow the TOS and
20 Community Standards as to BALSAM (and other users), regardless of any political
21 content in their posts/comments.
22 E. An Order from this Court that FACEBOOK must ensure that its algorithms immediately
23 remove any “violation points” that count towards blocks from the accounts of BALSAM
24 (and other users), when FACEBOOK admits that it incorrectly determined that their posts
25 violated the TOS and/or Community Standards, and FACEBOOK must also immediately
26 remove any blocks triggered by the algorithms’ improper addition of those “violation
27 points” for non-violations.
28 F. An Order from this Court that FACEBOOK must create and implement easy-to-find and
29 easy-to-use means by which BALSAM (and other users) can initiate contact with real
30 people, not just algorithms, at Facebook Customer Support to engage in constructive
31

1 person-to-person dialogue about purported violations of the TOS and/or Community
2 Standards, removal of content, and blocks.

3 G. An Order from this Court prohibiting FACEBOOK from retaliating against BALSAM in
4 any manner for filing this Action.


5 H. Attorneys' fees, because by prosecuting this action, BALSAM expects to enforce an
6 important right affecting the public interest and thereby confer a significant benefit on the
7 general public or a large class of persons. The necessity and financial burden of private
8 enforcement is such as to make an award of attorneys' fees appropriate, and the
9 attorneys' fees should not, in the interest of justice, be paid out of the recovery of
10 damages. *See* Code Civ. Proc. § 1021.5.

11 I. Costs of suit. *See* Code Civ. Proc. §§ 1032, 1033.5.

12 J. Any and all other and further relief as the Court may deem just and proper.
13

14 THE LAW OFFICES OF DANIEL BALSAM

15 Date: June 19, 2020

16 BY: 

17 DANIEL BALSAM
18 *In Proporia Personum*
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Exhibit A
FACEBOOK INC. Terms of Service

Sign Up

Email or Phone

facebook@danbalsam.com

Password

.....

Log In

[Forgot account?](#)

- [1. The services we provide](#)
- [2. How our services are funded](#)
- [3. Your commitments to Facebook and our community](#)
- [4. Additional provisions](#)
- [5. Other terms and policies that may apply to you](#)

> Facebook Ads Controls

> Privacy Basics

> Cookies Policy

> Data Policy

> More Resources

- [View a printable version of the Terms of Service](#)

Terms of Service

Welcome to Facebook!

Facebook builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of Facebook, Messenger, and the other products, features, apps, services, technologies, and software we offer (the [Facebook Products](#) or [Products](#)), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Facebook, Inc.

We don't charge you to use Facebook or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think will be relevant to you and your interests. We use your personal data to help determine which ads to show you.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more.

Our [Data Policy](#) explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your [settings](#) at any time to review the privacy choices you have about how we use your data.

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1. The services we provide

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you:

Provide a personalized experience for you:

Your experience on Facebook is unlike anyone else's: from the posts, stories, events, ads, and other content you see in News Feed or our video platform to the Pages you follow and other features you might use, such as Trending, Marketplace, and search. We use the data we have - for example, about the connections you make, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience.

Connect you with people and organizations you care about:

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Facebook Products you use. We use the data we have to make suggestions for you and others - for example, groups to join, events to attend, Pages to follow or send a message to, shows to watch, and people you may want to become friends with. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself on Facebook and to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, videos, and stories across the Facebook Products you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile. We have also developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on Facebook.

Help you discover content, products, and services that may interest you:

We show you ads, offers, and other sponsored content to help you discover content, products, and services that are offered by the many businesses and organizations that use Facebook and other Facebook Products. Section 2 below explains this in more detail.

Combat harmful conduct and protect and support our community:

People will only build community on Facebook if they feel safe. We employ dedicated teams around the world and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. We share data with other [Facebook Companies](#) when we detect misuse or harmful conduct by someone using one of our Products.

Use and develop advanced technologies to provide safe and

functional services for everyone:

We use and develop advanced technologies - such as artificial intelligence, machine learning systems, and augmented reality - so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Facebook or Instagram. We also build sophisticated network and communication technology to help more people connect to the internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products.

Research ways to make our services better:

We engage in research to develop, test, and improve our Products. This includes analyzing the data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. Our [Data Policy](#) explains how we use data to support this research for the purposes of developing and improving our services.

Provide consistent and seamless experiences across the Facebook Company Products:

Our Products help you find and connect with people, groups, businesses, organizations, and others that are important to you. We design our systems so that your experience is consistent and seamless across the different [Facebook Company Products](#) that you use. For example, we use data about the people you engage with on Facebook to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business you follow on Facebook through Messenger.

Enable global access to our services:

To operate our global service, we need to store and distribute content and data in our data centers and systems around the world, including outside your country of residence. This infrastructure may be operated or controlled by Facebook, Inc., Facebook Ireland Limited, or its affiliates.

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2. How our services are funded

Instead of paying to use Facebook and the other products and services we offer, by using the Facebook Products covered by these Terms, you agree that we can show you ads that businesses and organizations pay us to promote on and off the [Facebook Company Products](#). We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.

Protecting people's privacy is central to how we've designed our ad system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal

and the kind of audience they want to see their ads (for example, people between the age of 18-35 who like cycling). We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Facebook. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a woman between the ages of 25 and 34 who lives in Madrid and likes software engineering) to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. Learn more about how Facebook ads work [here](#).

We collect and use your personal data in order to provide the services described above to you. You can learn about how we collect and use your data in our [Data Policy](#). You have controls over the types of ads and advertisers you see, and the types of information we use to determine which ads we show you. [Learn more](#).

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3. Your commitments to Facebook and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

1. Who can use Facebook

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.
- Not share your password, give access to your Facebook account to others, or transfer your account to anyone else (without our permission).

We try to make Facebook broadly available to everyone, but you cannot use Facebook if:

- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms or Policies.
- You are prohibited from receiving our products, services, or software under applicable laws.

2. What you can share and do on Facebook

We want people to use Facebook to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore

Terms of Service

and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
 - That violates these Terms, our [Community Standards](#), and [other terms and policies](#) that apply to your use of Facebook.
 - That is unlawful, misleading, discriminatory or fraudulent.
 - That infringes or violates someone else's rights, including their intellectual property rights.
2. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to [report](#) content or conduct that you believe violates your rights (including [intellectual property rights](#)) or our terms and policies.

3. The permissions you give us

We need certain permissions from you to provide our services:

1. [Permission to use content you create and share](#): Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Facebook and the other [Facebook Company Products](#) you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a 'license') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create

Terms of Service

derivative works of your content (consistent with your [privacy](#) and [application](#) settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other Facebook Products you use. This license will end when your content is deleted from our systems.

You can delete content individually or all at once by deleting your account. [Learn more](#) about how to delete your account. You can [download a copy](#) of your data at any time before deleting your account.

When you delete content, it's no longer visible to other users, however it may continue to exist elsewhere on our systems where:

- immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);
- your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
- where immediate deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

2. [Permission to use your name, profile picture, and information about your actions with ads and sponsored content](#): You give us permission to use your name and profile picture and information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on Facebook. Ads like this can be seen only by people who have your permission to see the actions you've taken on Facebook. You can [learn more](#) about your ad settings and preferences.
3. [Permission to update software you use or download](#): If you download or use our software, you give us permission to download and install updates to the software where available.

4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

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4. Additional provisions

1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can delete your account at any time.

2. Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can learn more about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will

remain in place: 3, 4.2-4.5.

3. Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided “as is,” and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Facebook Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Facebook Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

4. Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it’s useful to know up front where it can be resolved and what laws will apply.

For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Facebook Products (“claim”), 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. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, without regard to conflict of law provisions.

5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Facebook, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). To the extent any supplemental terms

conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.

3. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek [disclosure](#) from your account after it is memorialized.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

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5. Other terms and policies that may apply to you

- [Community Standards](#): These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Facebook Products.
- [Commercial Terms](#): These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
- [Advertising Policies](#): These policies specify what types of ad content are allowed by partners who advertise across the Facebook Products.
- [Self-Serve Ad Terms](#): These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or

content.

- [Pages, Groups and Events Policy](#): These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.
- [Facebook Platform Policy](#): These guidelines outline the policies that apply to your use of our Platform (for example, for developers or operators of a Platform application or website or if you use social plugins).
- [Developer Payment Terms](#): These terms apply to developers of applications that use Facebook Payments.
- [Community Payment Terms](#): These terms apply to payments made on or through Facebook.
- [Commerce Policies](#): These guidelines outline the policies that apply when you offer products and services for sale on Facebook.
- [Facebook Brand Resources](#): These guidelines outline the policies that apply to use of Facebook trademarks, logos, and screenshots.
- [Music Guidelines](#): These guidelines outline the policies that apply if you post or share content containing music on Facebook.

Date of Last Revision: July 31, 2019

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Exhibit B
FACEBOOK INC. Community Standards

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 **COVID-19: Community Standards Updates and Protections**

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Community Standards



INTRODUCTION

Every day, people use Facebook to share their experiences, connect with friends and family, and build communities. We are a service for more than two billion people to freely express themselves across countries and cultures and in dozens of languages.

We recognize how important it is for Facebook to be a place where people feel empowered to communicate, and we take seriously our role in keeping abuse off our service. That's why we've [developed a set of Community Standards](#) that outline what is and is not allowed on Facebook. Our policies are based on feedback from our community and the advice of experts in fields such as technology, public safety and human rights. To ensure that everyone's voice is valued, we take great care to craft policies that are inclusive of different views and beliefs, in particular those of people and communities that might otherwise be overlooked or marginalized.



REITERATING OUR COMMITMENT TO VOICE

The goal of our Community Standards has always been to [create a place for expression and give people a voice](#). This has not and will not change. Building community and bringing the world closer together depends on people's ability to share diverse views,

Community Standards

experiences, ideas and information. We want people to be able to talk openly about the issues that matter to them, even if some may disagree or find them objectionable. In some cases, we allow content which would otherwise go against our Community Standards – if it is newsworthy and in the public interest. We do this only after weighing the public interest value against the risk of harm and we look to international human rights standards to make these judgments.

Our commitment to expression is paramount, but we recognize the internet creates new and increased opportunities for abuse. For these reasons, when we limit expression, we do it in service of one or more the following values:



Authenticity: We want to make sure the content people are seeing on Facebook is authentic. We believe that authenticity creates a better environment for sharing, and that's why we don't want people using Facebook to misrepresent who they are or what they're doing.



Safety: We are committed to making Facebook a safe place. Expression that threatens people has the potential to intimidate, exclude or silence others and isn't allowed on Facebook.



Privacy: We are committed to protecting personal privacy and information. Privacy gives people the freedom to be themselves, and to choose how and when to share on Facebook and to connect more easily.



Dignity: We believe that all people are equal in dignity and rights. We expect that people will respect the dignity of others and not harass or degrade others.

Our Community Standards apply to everyone, all around the world, and to all types of content. They're designed to be comprehensive – for example, content that might not be considered hateful may still be removed for violating a different policy. We recognize that words mean different things or affect people differently depending on their local community, language, or background. We work hard to account for these nuances while also applying our policies consistently and fairly to people and their expression. In the case of certain policies, we require more information and/or context to enforce in line with our Community Standards.

People can report potentially violating content, including Pages, Groups, Profiles, individual content, and comments. We also give people control over their own experience by allowing them to [block](#), [unfollow](#) or [hide](#) people and posts.

The consequences for violating our Community Standards vary depending on the severity of the violation and the person's history on the platform. For instance, we may warn someone for a first violation, but if they continue to violate our policies, we may restrict their ability to post on Facebook or disable their profile. We also may notify law enforcement when we believe there is a genuine risk of physical harm or a direct threat to public safety.

Our Community Standards are a guide for what is and isn't allowed on Facebook. It is in this spirit that we ask members of the Facebook community to follow these guidelines.

Please note that the English version of the Community Standards reflects the most up to date set of the policies and should be used as the master document.

I. Violence and Criminal Behavior



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PART I.

Violence and Criminal Behavior

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1. Violence and Incitement

We aim to prevent potential offline harm that may be related to content on Facebook. While we understand that people commonly express disdain or disagreement by threatening or calling for violence in non-serious ways, we remove language that incites or facilitates serious violence. We remove content, disable accounts, and work with law enforcement when we believe there is a genuine risk of physical harm or direct threats to public safety. We also try to consider the language and context in order to distinguish casual statements from content that constitutes a credible threat to public or personal safety. In determining whether a threat is credible, we may also consider additional information like a person's public visibility and the risks to their physical safety.

In some cases, we see aspirational or conditional threats directed at terrorists and other violent actors (e.g. Terrorists deserve to be killed), and we deem those non credible absent specific evidence to the contrary.

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2. Dangerous Individuals and Organizations

In an effort to prevent and disrupt real-world harm, we do not allow any organizations or individuals that proclaim a violent mission or are engaged in violence to have a presence on Facebook. This includes organizations or individuals involved in the following:

- Terrorist activity
- Organized hate
- Mass murder (including attempts) or multiple murder
- Human trafficking
- Organized violence or criminal activity

We also remove content that expresses support or praise for groups, leaders, or individuals involved in these activities. Learn more about our work to fight terrorism online [here](#).

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3. Coordinating Harm and Publicizing Crime

In an effort to prevent and disrupt offline harm and copycat behavior, we prohibit people from facilitating, organizing, promoting, or admitting to certain criminal or harmful activities targeted at people, businesses, property or animals. We allow people to debate and advocate for the legality of criminal and harmful activities, as well as draw attention to harmful or criminal activity that they may witness or experience as long as they do not advocate for or coordinate harm.

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4. Regulated Goods

To encourage safety and compliance with common legal restrictions, we prohibit attempts by individuals, manufacturers, and retailers to purchase, sell, or trade non-medical drugs, pharmaceutical drugs, and marijuana. We also prohibit the purchase, sale, gifting, exchange, and transfer of firearms, including firearm parts or ammunition, between private individuals on Facebook. Some of these items are not regulated everywhere; however, because of the borderless nature of our community, we try to enforce our policies as consistently as possible. Firearm stores and online retailers may promote items available for sale off of our services as long as those retailers comply with all applicable laws and regulations. We allow discussions about sales of firearms and firearm parts in stores or by online retailers and advocating for changes to firearm regulation. Regulated goods that are not prohibited by our Community Standards may be subject to our more stringent [Commerce Policies](#).

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5. Fraud and Deception

In an effort to prevent and disrupt harmful or fraudulent activity, we remove content aimed at deliberately deceiving people to gain an unfair advantage or deprive another of money, property, or legal right. However, we allow people to raise awareness and educate others as well as condemn these activities using our platform.

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6. Suicide and Self-Injury

In an effort to promote a safe environment on Facebook, we remove content that encourages suicide or self-injury, including certain graphic imagery and real-time depictions that [experts tell us](#) might lead others to engage in similar behavior. Self-injury is defined as the intentional and direct injuring of the body, including self-mutilation and eating disorders. We want Facebook to be a space where people can share their experiences, raise awareness about these issues, and seek support from one another, which is why we allow people to discuss suicide and self-injury.

We work with organizations around the world to provide assistance to people in distress. We also talk to experts in suicide and self-injury to help inform our policies and enforcement. For example, we have been advised by experts that we should not remove live videos of self-injury while there is an opportunity for loved ones and authorities to provide help or resources.

In contrast, we remove any content that identifies and negatively targets victims or survivors of self-injury or suicide seriously, humorously, or rhetorically.

[Learn more about our suicide and self-injury policies and the resources that we provide.](#)

[READ MORE](#)

7. Child Nudity and Sexual Exploitation of Children

We do not allow content that sexually exploits or endangers children. When we become aware of apparent child exploitation, we report it to the National Center for Missing and Exploited Children (NCMEC), in compliance with applicable law. We know that sometimes people share nude images of their own children with good intentions; however, we generally remove these images because of the potential for abuse by others and to help avoid the possibility of other people reusing or misappropriating the images.

We also work with external experts, including the [Facebook Safety Advisory Board](#), to discuss and improve our policies and enforcement around online safety issues, especially with regard to

children. Learn more about the [new technology we're using to fight against child exploitation](#).

[READ MORE](#)

8. Sexual Exploitation of Adults

We recognize the importance of Facebook as a place to discuss and draw attention to sexual violence and exploitation. We believe this is an important part of building common understanding and community. In an effort to create space for this conversation while promoting a safe environment, we remove content that depicts, threatens or promotes sexual violence, sexual assault, or sexual exploitation, while also allowing space for victims to share their experiences. We remove content that displays, advocates for, or coordinates sexual acts with non-consenting parties or commercial sexual services, such as prostitution and escort services. We do this to avoid facilitating transactions that may involve trafficking, coercion, and non-consensual sexual acts.

To protect victims and survivors, we also remove images that depict incidents of sexual violence and intimate images shared without permission from the people pictured. We've written about the [technology we use to protect against intimate images](#) and the [research that has informed our work](#). We've also put together a [guide to reporting and removing intimate images shared without your consent](#).

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9. Bullying and Harassment

Bullying and harassment happen in many places and come in many different forms, from making threats to releasing personally identifiable information, to sending threatening messages, and making unwanted malicious contact. We do not tolerate this kind of behavior because it prevents people from feeling safe and respected on Facebook.

We distinguish between public figures and private individuals because we want to allow discussion, which often includes critical commentary of people who are featured in the news or who have a large public audience. For public figures, we remove attacks that are severe as well as certain attacks where the public figure is directly tagged in the post or comment. For private individuals, our protection goes further: we remove content that's meant to degrade or shame, including, for example, claims about someone's sexual activity. We recognize that bullying and harassment can have more of an emotional impact on minors, which is why our policies provide heightened protection for users between the ages of 13 and 18.

Context and intent matter, and we allow people to share and re-share posts if it is clear that something was shared in order to condemn or draw attention to bullying and harassment. In certain instances, we require self-reporting because it helps us understand that the person targeted feels bullied or harassed. In addition to reporting such behavior and content, we encourage people to use [tools available on Facebook](#) to help protect against it.

We also have a [Bullying Prevention Hub](#), which is a resource for teens, parents, and educators seeking support for issues related to bullying and other conflicts. It offers step-by-step guidance, including information on how to start important conversations about bullying. Learn more about what we're doing to protect people from bullying and harassment [here](#).

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10. Human Exploitation

After consulting with outside experts from around the world, we are consolidating several existing exploitation policies that were previously housed in different sections of the Community Standards into one dedicated section that focuses on human exploitation and captures a broad range of harmful activities that may manifest on our platform. Experts think and talk about these issues under one umbrella — human exploitation.

In an effort to disrupt and prevent harm, we remove content that facilitates or coordinates the exploitation of humans, including human trafficking. We define human trafficking as the business of depriving someone of liberty for profit. It is the exploitation of humans in order to force them to engage in commercial sex, labor, or other activities against their will. It relies on deception, force and coercion, and degrades humans by depriving them of their freedom while economically or materially benefiting others.

Human trafficking is multi-faceted and global; it can affect anyone regardless of age, socioeconomic background, ethnicity, gender, or location. It takes many forms, and any given trafficking situation can involve various stages of development. By the coercive nature of this abuse, victims cannot consent.

While we need to be careful not to conflate human trafficking and smuggling, the two can be related and exhibit overlap. The United Nations defines human smuggling as the procurement or facilitation of illegal entry into a state across international borders. Without necessity for coercion or force, it may still result in the exploitation of vulnerable individuals who are trying to leave their country of origin, often in pursuit of a better life. Human smuggling is a crime against a state, relying on movement, and human trafficking is a crime against a person, relying on exploitation.

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11. Privacy Violations and Image Privacy Rights

Privacy and the protection of personal information are fundamentally important values for Facebook. We work hard to keep your account secure and safeguard your personal information in order to protect you from potential physical or financial harm. You should not post personal or confidential information about others without first getting their consent. We also provide people ways to report imagery that they believe to be in violation of their privacy rights.

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12. Hate Speech

We do not allow hate speech on Facebook because it creates an environment of intimidation and exclusion and in some cases may promote real-world violence.

We define hate speech as a direct attack on people based on what we call protected characteristics — race, ethnicity, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity, and serious disease or disability. We protect against attacks on the basis of age when age is paired with another protected characteristic, and also provide certain protections for immigration status. We define attack as violent or dehumanizing speech, statements of inferiority, or calls for exclusion or segregation. We separate attacks into three tiers of severity, as described below.

Sometimes people share content containing someone else’s hate speech for the purpose of raising awareness or educating others. In some cases, words or terms that might otherwise violate our standards are used self-referentially or in an empowering way. People sometimes express contempt in the context of a romantic break-up. Other times, they use gender-exclusive language to control membership in a health or positive support group, such as a breastfeeding group for women only. In all of these cases, we allow the content but expect people to clearly indicate their intent, which helps us better understand why they shared it. Where the intention is unclear, we may remove the content.

We allow humor and social commentary related to these topics. In addition, we believe that people are more responsible when they share this kind of commentary using their authentic identity.

[Click here to read our Hard Questions Blog](#) and learn more about our approach to hate speech.

[READ MORE](#)

13. Violent and Graphic Content

We remove content that glorifies violence or celebrates the suffering or humiliation of others because it may create an environment that discourages participation. We allow graphic content (with some limitations) to help people raise awareness about issues. We know that people value the ability to discuss important issues like human rights abuses or acts of terrorism. We also know that people have different sensitivities with regard to graphic and violent content. For that reason, we add a warning label to especially graphic or violent content so that it is not available to people under the age of eighteen and so that people are aware of the graphic or violent nature before they click to see it.

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14. Adult Nudity and Sexual Activity

We restrict the display of nudity or sexual activity because some people in our community may be sensitive to this type of content. Additionally, we default to removing sexual imagery to prevent the sharing of non-consensual or underage content. Restrictions on the display of sexual activity also apply to digitally created content unless it is posted for educational, humorous, or satirical purposes.

Our nudity policies have become more nuanced over time. We understand that nudity can be shared for a variety of reasons, including as a form of protest, to raise awareness about a cause, or for educational or medical reasons. Where such intent is clear, we make allowances for the content. For example, while we restrict some images of female breasts that include the nipple, we allow other images, including those depicting acts of protest, women actively engaged in breast-feeding, and photos of post-mastectomy scarring. We also allow photographs of paintings, sculptures, and other art that depicts nude figures.

15. Sexual Solicitation

As noted in Section 8 of our Community Standards ([Sexual Exploitation of Adults](#)), people use Facebook to discuss and draw attention to sexual violence and exploitation. We recognize the importance of and want to allow for this discussion. We draw the line, however, when content facilitates, encourages or coordinates sexual encounters between adults. We also restrict sexually explicit language that may lead to solicitation because some audiences within our global community may be sensitive to this type of content and it may impede the ability for people to connect with their friends and the broader community.

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16. Cruel and Insensitive

We believe that people share and connect more freely when they do not feel targeted based on their vulnerabilities. As such, we have higher expectations for content that we call cruel and insensitive, which we define as content that targets victims of serious physical or emotional harm.

We remove explicit attempts to mock victims and mark as cruel implicit attempts, many of which take the form of memes and GIFs.

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Integrity and Authenticity

17. Misrepresentation

Authenticity is the cornerstone of our community. We believe that people are more accountable for their statements and actions when they use their authentic identities. That's why we require people to connect on Facebook using the name they go by in everyday life. Our authenticity policies are intended to create a safe environment where people can trust and hold one another accountable.

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18. Spam

We work hard to limit the spread of spam because we do not want to allow content that is designed to deceive, or that attempts to mislead users to increase viewership. This content creates a negative user experience and detracts from people's ability to engage authentically in online communities. We also aim to prevent people from abusing our platform, products, or features to artificially increase viewership or distribute content *en masse* for commercial gain.

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19. Cybersecurity

We recognize that the safety of our users extends to the security of their personal information. Attempts to gather sensitive personal information by deceptive or invasive methods are harmful to the authentic, open, and safe atmosphere that we want to foster.

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20. Inauthentic Behavior

In line with our commitment to authenticity, we don't allow people to misrepresent themselves on Facebook, use fake accounts, artificially boost the popularity of content, or engage in behaviors designed to enable other violations under our Community Standards. This policy is intended to create a space where people can trust the people and communities they interact with.

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21. False News

Reducing the spread of false news on Facebook is a responsibility that we take seriously. We also recognize that this is a challenging and sensitive issue. We want to help people stay informed without stifling productive public discourse. There is also a fine line between false news and satire or opinion. For these reasons, we don't remove false news from Facebook but instead, significantly reduce its distribution by showing it lower in the News Feed. Learn more about our work to reduce the spread of false news [here](#).

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22. Manipulated Media

Media, including image, audio, or video, can be edited in a variety of ways. In many cases, these changes are benign, like a filter effect on a photo. In other cases, the manipulation isn't apparent and could mislead, particularly in the case of video content. We aim to remove this category of manipulated media when the criteria laid out below have been met.

reduce the distribution of false news and misinformation, as well as to better inform people about the content they encounter online.

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23. Memorialization

When someone passes away, friends and family can request that we [memorialize](#) the Facebook account. Once memorialized, the word "Remembering" appears above the name on the person's profile to help make it that the account is now a memorial site and protects against attempted logins and fraudulent activity. To respect the choices someone made while alive, we aim to preserve their account after they pass away. We have also made it possible for people to identify a [legacy contact](#) to look after their account after they pass away. To support the bereaved, in some instances we may remove or change certain content when the legacy contact or family members request it.

Visit [Hard Questions](#) for more information about our memorialization policy and process. And see our [Newsroom](#) for the latest tools we're building to support people during these difficult times.

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24. Intellectual Property

Facebook takes [intellectual property rights](#) seriously and believes they are important to promoting expression, creativity, and innovation in our community. You own all of the content and information you post on Facebook, and you control how it is shared through your privacy and application settings. However, before sharing content on Facebook, please be sure you have the right to do so. We ask that you respect other people’s copyrights, trademarks, and other legal rights. We are committed to helping people and organizations promote and protect their intellectual property rights. Facebook’s [Terms of Service](#) do not allow people to post content that violates someone else’s intellectual property rights, including copyright and trademark. We publish information about the intellectual property reports we receive in our bi-annual Transparency Report, which can be accessed at <https://transparency.facebook.com/>

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25. User Requests

We comply with:

- User requests for removal of their own account
- Requests for removal of a deceased user's account from a verified immediate family member or executor
- Requests for removal of an incapacitated user's account from an authorized representative

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26. Additional Protection of Minors

We comply with:

- Requests for removal of an underage account
- Government requests for removal of child abuse imagery depicting, for example, beating by an adult or strangling or suffocating by an adult
- Legal guardian requests for removal of attacks on unintentionally famous minors

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Stakeholder Engagement

Gathering input from our stakeholders is an important part of how we develop Facebook's Community Standards. We want our policies to be based on feedback from community representatives and a broad spectrum of the people who use our service, and we want to learn from and incorporate the advice of experts.

Engagement makes our Community Standards stronger and more inclusive. It brings our stakeholders more fully into the policy development process, introduces us to new perspectives, allows us to share our thinking on policy options, and roots our policies in sources of knowledge and experience that go beyond Facebook.

Product Policy is the team that writes the rules for what people are allowed to share on Facebook, including the Community Standards. To open up the policy development process and gather outside views on our policies, we created the Stakeholder Engagement team, a sub-team that's part of Product Policy. Stakeholder Engagement's main goal is to ensure that our policy development process is informed by the views of outside experts and the people who use Facebook. We have developed specific practices and a structure for engagement in the context of the Community Standards, and we're expanding our work to cover additional policies, particularly ads policies and major News Feed ranking changes.

In this post, we provide an overview of how stakeholder engagement contributes to the Community Standards. While Facebook is of course responsible for the substance of its policies, engagement helps us improve those policies and deepen important stakeholder relationships in ways we'll explain. To benchmark our work and help us incorporate best practices in this area, we retained non-profit organization BSR (Business for Social Responsibility). BSR conducted an analysis that has informed our

WHO ARE OUR STAKEHOLDERS?

By “stakeholders” we mean all organizations and individuals who are impacted by, and therefore have a stake in, Facebook’s Community Standards. Because the Community Standards apply to every post, photo, and video shared on Facebook, this means that our more than 2.7 billion users are, in a broad sense, stakeholders.

But we can’t meaningfully engage with that many people. So it’s also useful to think of stakeholders as those who are informed about and able to speak on behalf of others. This is why the primary focus of our engagement is civil society organizations, activist groups, and thought leaders, in such areas as digital and civil rights, anti-discrimination, free speech, and human rights. We also engage with academics who have relevant expertise. Academics may not directly represent the interests of others, but they are important stakeholders by virtue of their extensive knowledge, which helps us create better policies for everyone.

HOW DO WE INCORPORATE STAKEHOLDER ENGAGEMENT INTO OUR POLICY DEVELOPMENT PROCESS?

Integrating stakeholder feedback into the policy-making process is a core part of how we work. Though it’s important that we not over-promise, we know that what stakeholders seek above all is for their insights to inform our policy decisions.

There are many reasons why we may draft a new policy or revise an existing one. We continuously build our policies to meet the needs of our community. Sometimes external stakeholders tell us that a particular policy fails to address an issue that’s important to them. In other cases, the press draws attention to a policy gap. Often, members of Facebook’s Community Operations team (whose employees, contractors, and out-sourcing partners are responsible for enforcing the Community Standards) tell us about trends or the need for policy clarification. And Facebook’s Research teams (both within Product Policy and in other parts of the company) may point us to data or user sentiment that seems best addressed through policy-making.

Product Policy Forum (previously referred to as the Content Standards Forum). We've explained the Content Standards Forum in detail [here](#).

At the outset, the Stakeholder Engagement team frames up policy questions requiring feedback and determines what types of stakeholders to prioritize for engagement. We then reach out to external stakeholders, gathering feedback that we document and synthesize for our colleagues.

Our engagement on the Community Standards takes many forms. The heart of our approach to engagement is private conversations, most often in person or by video-conference. We've found that this approach lends itself to candid dialogue and relationship-building. We typically don't release the names of those we engage with because conversations can be sensitive and we want to ensure open lines of communication. Some stakeholders may also request or require confidentiality, particularly if media attention is unwanted or if they are members of a vulnerable community.

In addition, we sometimes convene group discussions, bringing together stakeholders in particular regions or specific policy areas. We've found the group setting to be useful for generating ideas and providing updates to multiple stakeholders. And on occasion it also makes sense to reach out to relevant Facebook users to get their views. Recently, for example, we reviewed the "exclusion" element of our hate speech policy. As part of this process, we talked to the admins from a number of major Facebook Groups (admins are responsible for managing Group settings), who shared their insights with us relating to this policy. We'll do more of this user outreach in the future.

In our conversations with external stakeholders, we share Facebook's thinking on the proposed policy change, including what led us to reconsider this policy, and the pros and cons of policy options we've identified. The feedback we receive is fed into the process and shapes our ongoing deliberations by highlighting new perspectives and helping us evaluate our options. When stakeholder views conflict, we analyze the spectrum of opinion and points of disagreement. We want to identify which views are most persuasive and instructive for us, but we're not necessarily trying to reconcile them; rather, our goal is to understand the full range of opinion concerning the proposal. In some cases we return to stakeholders for additional input as our thinking develops.

each policy proposal, and we lay out the views of our stakeholders on a spectrum of policy options. This summary is made public (minus the names of individual stakeholders and organizations) in our published [minutes](#) of the meeting. In this way, anyone can see the range and nature of engagement we've conducted for policy proposals, and the rationale for our final decision. After policy development is complete, we inform our stakeholders what we've decided.

WHAT PRINCIPLES GUIDE OUR ENGAGEMENT?

A commitment to stakeholder engagement means addressing a number of essential questions — such as, how do we decide which groups and individuals to talk to, how do we make sure that vulnerable groups are heard, and how do we find relevant experts?

Our policies involve a complex balancing of values such as safety, voice, and equity. There's no simple formula for how engagement contributes to this work. But over the past year we've developed a structure and methodology for engagement on our Community Standards, built around three core principles:

Inclusiveness

Engagement broadens our perspective and creates a more inclusive approach to policy-making.

Engagement helps us better understand how our policies impact those who use our service. When we make decisions about what content to remove and what to leave up, we affect people's speech and the way they connect on Facebook. Not everyone will agree on where we draw the lines, but at a minimum, we need to understand the concerns of those who are affected by our policies. This is particularly important for stakeholders whose voices have been marginalized.

Understanding how our policies affect the people who use Facebook presents a major challenge. Our scale makes it impossible to speak directly to the more than 2.7 billion people who use our platform. This dilemma also underscores the importance of reaching out to a broad spectrum of stakeholders in all regions so that our policy-making process is globally diverse.

community), but we touch people's lives on a very local level. We are often asked, "Why should *you* be creating policies to govern online speech for *me*?" Typically embedded in this question is a demand that we show more cultural sensitivity and understanding of regional context.

Stakeholder engagement gives us a tool to deepen our local knowledge and perspective – so we can hear voices we might otherwise miss. For each policy proposal, we identify a global and diverse set of stakeholders on the issue. We seek voices across the policy spectrum, but it's not always self-evident what the spectrum is. In many cases, our policies don't line up neatly with traditional dichotomies, such as liberal versus conservative, or civil libertarian versus law enforcement. We talk to others in Facebook's Policy and Research organizations and conduct our own research to identify a range of diverse stakeholders.

For example, in considering how our hate speech policy should apply to certain forms of gendered language, we spoke with academic experts, women's and digital rights groups, and free speech advocates. Likewise, when considering our policy on nudity and sexual activity in art, we listened to family safety organizations, artists, and museum curators. In reviewing how our policies should apply to memorialized profiles of deceased users, we connected both with professors who study digital legacy as an academic subject and Facebook users who've been designated as "Legacy Contacts" and who have real world experience with this product feature.

It's not enough to ask how our policies affect users in general. We need to understand how our policies will impact people who are particularly vulnerable by virtue of laws, cultural practices, poverty, or other reasons that prevent them from speaking up for their rights. In our stakeholder mapping, we seek to put an emphasis on minority groups that have traditionally lacked power, such as political dissidents and religious minorities throughout the world. In reevaluating how our hate speech policy applies to certain behavioral generalizations, for example, we consulted with immigrants rights groups. Our efforts are a work in progress, but we are committed to bringing these voices into our policy discussions.

Expertise

The Stakeholder Engagement team conducts detailed, iterative research to identify top subject matter experts in civil society and academia. It then gathers their views to inform our policy decisions.

This engagement ensures that our policy-making process is informed by current theories and analysis, empirical research, and an understanding of the latest online trends. The expertise we gather includes issues of language, social identity, and geography, all of which bear on our policies in important ways.

Facebook's policies are entwined with many complex social and technological issues, such as hate speech, terrorism, bullying and harassment, and threats of violence. Sometimes we're looking for guidance on how safety and voice should be balanced — for example, in considering what types of speech to allow about “public figures” under our policies. In other cases, we're reaching out to gain specialized knowledge, such as how our policies can draw on international human rights principles, or how minority communities may experience certain types of speech.

We don't have all the answers to address these problems on our platform. Sometimes the challenges we face are novel even to the experts we consult with. But by talking to outside experts and incorporating their feedback, we make our policies more thoughtful.

For example, over the past year and a half we've modified our [hate speech policy](#) to recognize three tiers of attacks. Tier 1, the most severe, involves calls to violence or dehumanizing speech against other people based on their race, ethnicity, nationality, gender or other protected characteristic (“Kill the Christians”). Tier 2 attacks consist of statements of inferiority or expressions of contempt or disgust (“Mexicans are lazy”). And Tier 3 covers calls to exclude or segregate (“No women allowed”).

Developing these tiers has made our policies more nuanced and precise. On the basis of the tiers, we're able to provide additional protections against the most harmful forms of speech. For instance, we now remove Tier 1 hate speech directed against immigrants (“immigrants are rats”) but permit less intense forms of speech (“immigrants should stay out of our country”) to leave room for broad political discourse.

landscape. This engagement helped confirm that the tiers were comprehensive and aligned with patterns of online and offline behavior. We'll continue to consider adjustments to our policies in light of opinions from experts and civil society.

Transparency

Engagement makes our policies and our policy development process more transparent.

Given the impact of our Community Standards on society, it's critical for us to create a policy development process that's not only inclusive and based on expert knowledge, but also transparent. We know from talking to hundreds of stakeholders that opening up our policy-making process helps build trust. The more visibility we provide, the more our stakeholders are likely to view the Community Standards as relevant, legitimate, and based on consent.

When we engage, we share details about the challenges of moderating content for 2.7 billion people and we explain the rationale behind our policies and why there may be a need for improvement. We gather stakeholder feedback so we can develop creative policy solutions to these problems. The policies we launch based on this process are still owned by Facebook, but they are stronger by virtue of having been tested through consultation and an exchange of views.

It's important to acknowledge that our policies will never make everyone happy. Nudity, say, is viewed quite differently in Scandinavia and Southeast Asia, and no Facebook policy on nudity would be equally satisfactory to both. Our job as a team is to craft thoughtful global policies, knowing that our work will be criticized by some.

Transparency on our process of engagement also helps us build a system of rules and enforcement that people regard as fair. We know that some people would like us to go further and disclose the names of our stakeholders and even the substance of our discussions with them. For reasons discussed above, we've chosen not to go this route, at least for now. We'll continue to experiment with ways of being more public about engagement where we have the prior agreement of our stakeholders.



As the breadth and specialization of our policies increase, so too will the scope of our engagement. We'll continue to refine our policy development process and work to realize our stakeholder engagement principles of inclusiveness, expertise, and transparency. We expect our team to grow, and our reach to expand.

With BSR's help, we're also working on specific ways to improve.

For example, we'll continue to develop means to engage with new stakeholders around the world and will seek guidance from regional experts about how to do so most effectively. We've also had requests to explore channels like informal roundtables and recurring video-conference meetings as a way of staying in touch with stakeholders on specific policy issues. These settings provide continuity and enable us to involve stakeholders even more closely in the design of specific policies and products.

As we expand the scope of our outreach, we also want to investigate whether we might be able to create other mechanisms for users to give us feedback on our policies. For example, as part of the effort to gather global feedback on the Oversight Board, Facebook created a [public consultation process](#) containing both a questionnaire and free-form questions. Through this tool, users were able to submit their views on the Board directly to Facebook. One could imagine a similar process whereby NGOs and civil society organizations could join our network of contacts in order to receive regular policy updates and provide feedback to members of our team.

These are all exciting challenges, and we look forward to working with our stakeholders to improve the level of our engagement and its contribution to the development of our policies.

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