

Employment Law, Contracts and Privacy Panel

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“Social Media and the Law”

Statistics for week ending March 30, 2013

- Facebook 1,993,209,231 57% visits share
- YouTube 880,975,059 25.19% visits share
- Twitter 57,898,377 1.66% visits share
- Pinterest 40,852, 294 1.17% visits share
- Instagram 14, 602, 803 0.42% visits share

Source: <http://www.experian.com/hitwise/online-trends-social-media.html>

Facebook Statistics

- More than a billion monthly active users as of December 2012.
- Approximately 82% of our monthly active users are outside the U.S. and Canada.
- 618 million daily active users on average in December 2012.
- 680 million monthly active users who used Facebook mobile products as of December 31, 2012.

Source: <http://newsroom.fb.com/Key-Facts>

Terms

Agreement (Facebook):

By using or accessing Facebook, you agree to this Statement, as updated from time to time in accordance with Section 14 below. . . . This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.

Source: <http://www.facebook.com/legal/terms?ref=pf>

Contract (pinterest):

You may use our Products only if you can form a binding contract with Pinterest, and only in compliance with these Terms and all applicable laws. When you create your Pinterest account, you must provide us with accurate and complete information.

Source: <http://about.pinterest.com/terms/>

Grants to social media

Facebook:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](#) and [application settings](#): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

pinterest:

You grant Pinterest and its users a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute your User Content on Pinterest solely for the purposes of operating, developing, providing, and using the Pinterest Products. Nothing in these Terms shall restrict other legal rights Pinterest may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content for any reason, including User Content that we believe violates these Terms or our policies.

Source: <http://www.facebook.com/legal/terms> ; <http://about.pinterest.com/terms/>

Violation of Terms

- But what happens if you don't exactly tell the truth when you sign up such as:
 - ✎ lie about your age on Facebook : *You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.*
 - ✎ physical description such as on Craigslist: *(5) false or fraudulent content (including but not limited to false, fraudulent or misleading responses to user ads transmitted via craigslist);*
 - ✎ letting a friend log into your Pandora account: *You have responsibility for maintaining the confidentiality and security of your account. You agree that you will not allow others to use or access your account.*
 - ✎ Some prosecutors would/could prosecute those writers of “untruths” under the Computer Fraud and Abuse Act Section which makes it illegal to access a computer without authorization or in a way that exceeds authorization

So, what do you do?

- Read before you click “Accept”!
- Watch what you post!