

## **Oversight Board Terms for Public Comment**

### **PLEASE READ THESE TERMS CAREFULLY BEFORE SUBMITTING ANY COMMENTS TO OVERSIGHT BOARD VIA THE PORTAL**

We are Oversight Board LLC (in these terms, “**Oversight Board**” / “**we**” / “**our**” / “**us**”), a Delaware limited liability company with offices at 1209 North Orange Street, Wilmington, DE 19801, United States of America.

#### **WHAT’S IN THESE TERMS?**

These Terms for Public Comment (“**Terms**”) set out the terms applicable when you submit your Comments (see definition below) to Oversight Board about our ongoing cases, including via oversightboard.lightning.force.com or any other website as we may choose from time to time) (“**Portal**”). In these Terms, “**Comments**” means any data, information or materials that you provide to us via the Portal and any communications and interactions between you and us in relation to these Comments.

These Terms **do not**: (i) apply when you submit any appeal to Oversight Board as an eligible user of social media platforms of Facebook Inc. (“**Facebook**”) and its affiliates, or that you provide through visiting oversightboard.com (the “**Website**”) or as part of an appeal; (ii) govern your use of the Website, which is a [Facebook Product](#) governed by the [Oversight Board Website Terms of Use](#); or (iii) apply to any Facebook Products or related services, which are governed by terms between you and Facebook and its affiliates (including, for example, the [Facebook Terms of Service](#) and [Instagram Terms of Use](#)). The Oversight Board is a service provider to Facebook, as explained in Facebook’s [Data Policy for the Oversight Board’s Data Processing Activities](#).

#### **WHEN THESE TERMS APPLY**

You acknowledge and agree that these Terms apply and will be binding on you when you submit Comments to us via the Portal. **These Terms set out the basis on which you may submit Comments to us and contain rules on acceptable use and on the type of information (including personal information) that you may submit to us. Please read these Terms carefully before you submit any Comments, to ensure that you comply. If you do not agree to these Terms, do not submit Comments.**

#### **HOW WE MAY AMEND THESE TERMS**

We may amend these Terms at any time. Every time you wish to submit Comments, please check these Terms to ensure you understand the terms that apply at that time. These Terms were most recently updated on November 30, 2020. We recommend that you print a copy of these Terms for future reference or store them to your device so that they are easily accessible to you.

We may amend these Terms by posting the amended Terms on the Portal at least 30 days before the amendments are effective. Additionally, and where required by applicable laws, we may notify you by email of such amendments using any contact information you have previously provided to us via the Portal. Comments submitted will be subject to the Terms in effect on the date of submission. If you do not agree to the Terms, do not submit Comments.

#### **WHO MAY NOT SUBMIT COMMENTS**

You may not submit Comments to Oversight Board if:

- you are younger than 13 years old (or a minor in the jurisdiction where you live);
- you do not have the legal authority to enter into these Terms, or provide Comments;
- or
- you have been prohibited or suspended from using any Facebook Products services under applicable laws or by Facebook.

Oversight Board retains the right at our sole discretion to deny anyone access to provide Comments or use the Portal, at any time and for any reason, including, but not limited to, for violation of these Terms.

### **RULES THAT APPLY TO INFORMATION AND COMMENTS YOU PROVIDE TO US**

You must ensure that: (i) any Comments you provide to us or other information provided to us (including your name and contact details), are true and accurate at all times and are not misleading, and you will update us from time to time when they change (please see [How to Contact Us](#) on how to get in touch with us to do so) ; (ii) all Comments you provide comply with our “Acceptable Use” and “Content Standards” (which are set out below); and (iii) you have, and will continue to have, all rights in and to the intellectual property rights in your Comments owned, licensed or otherwise necessary and appropriate to comply with and perform your obligations under these Terms. You warrant that your Comments comply with these Terms, and you will be liable to us for any breach of that warranty. This means that to the extent permitted by applicable laws you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

If we become aware that any information you have provided to us (in Comments or otherwise) is incorrect, we reserve the right to immediately terminate these Terms and take any further actions as identified under “Breach of these Terms”.

You must not attempt to pass yourself off as another person or as acting on behalf of any entity without that entity’s authority. You must not use a false e-mail address, impersonate any person or business, or otherwise mislead us, including, without limitation, as to the provider of any Comments.

### **UPLOADING SPECIAL CATEGORY DATA TO OUR PORTAL**

Special category data is a type of personal data which has extra protections in certain jurisdictions. **Special Category Data** includes: *race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health (such as whether you have a disability), genetic and biometric data, and information about criminal convictions and offences*).

**We encourage you NOT to submit Comments that contain your Special Category Data.** However, if you choose to disclose your Special Category Data, you acknowledge you are solely responsible for any personal data or information that you provide to us. To the degree required under applicable laws and these Terms, you consent to us processing this Special Category Data in accordance with these Terms and our Operational Privacy Policy by the affirmative action of submitting any such Special Category Data to us.

### **UPLOADING OTHER PEOPLE’S PERSONAL DATA**

You may only provide the personal data of other persons with their express prior consent. However, **you may never provide us with Special Category Data of other people.**

### **HOW WE MAY USE YOUR COMMENTS**

We appreciate your contributing and providing Comments. Subject to these Terms, all Comments that you provide to Oversight Board are owned by you and are protected by intellectual property laws. By submitting your Comments to us, you grant us a licence to use any Comments you provide on a perpetual (non-terminable), worldwide, irrevocable, non-exclusive, royalty-free, fully transferable and fully sub-licensable basis to:

- make, sell, use, execute, reproduce, modify, adapt, display, perform, distribute, make derivative works of, export, disclose and otherwise disseminate, transfer or exploit your Comments, at any time and from time to time, and in any way;
- provide, promote, improve and amend our Portal;
- sub-licence your Comments to third parties, including to any of our suppliers or partners; and
- to the extent you provide your specific consent via the Portal:

- publish your Comments in any way Oversight Board deems fit;
- publicly attribute your Comments to you using the details you provide to us; and
- contact you to discuss your Comments. Please note that any additional information or data that you provide to us when we have discussions with you will be considered your Comments and be subject to these Terms.

If it is determined that you retain moral rights (including rights of attribution or integrity) in your Comments, you hereby declare that, to the extent permitted by applicable law: (a) you do not require that any personally identifying information be used in connection with your Comments, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of your Comments (pursuant to these Terms) by Oversight Board, our licensees, successors and assigns; (c) you fully understand and agree that Oversight Board is not obliged in any way to consider your Comments, nor to lend any particular weight to any of your Comments, as explained further below; (d) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of your Comments; and (e) you forever release Oversight Board and our licensees, successors and assigns, from any claims that you could otherwise assert against Oversight Board by virtue of any such moral rights.

This does not affect your rights in respect of your personal data, as explained in our [Operational Privacy Policy](#).

You agree that all Comments are submitted to us on a voluntary basis, at and for no monetary cost in consideration of the potential opportunity for such Comments to be considered. You further agree and understand that the Oversight Board:

- has no obligation to use or consider your Comments in any way;
- may remove your Comments (or attribution) from anywhere they are published or placed for any reason at any time;
- will not consider any Comments to be confidential information and have no obligation to treat any Comments or other information submitted to us as confidential;
- may, from time to time, decide to change, update or discontinue certain features in relation to our Portal and the collection of Comments. This includes making technical improvements to our Portal, ceasing to maintain the Portal and/or ceasing to collect Comments;
- has no obligation to store or maintain your Comment(s) or other information you provide, except to the extent required by applicable law.

## **COPYRIGHT, REPORTING SUSPECTED INFRINGEMENTS AND DMCA NOTICE**

Persons who believe that their intellectual property rights have been infringed by Comments may submit a notice under the U.S. Digital Millennium Copyright Act or otherwise notify us using the details in the Oversight Board Copyright [Agent](#) section below. The notice must include (i) a signature of a person authorized to act on behalf of the copyright holder; (ii) identification of the copyrighted work(s) claimed to have been infringed; (iii) identification of the material claimed to be infringing and that is requested to be removed or disabled; (iv) contact information (address, telephone number, and email) for the party submitting the notice; (v) a statement that the party submitting the notice has a good faith believe that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notice is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. It is unlawful in several jurisdictions, including the United States of America, to knowingly falsely claim that material is infringing and persons who do so may

be liable for damages to a person injured by the misrepresentation as a result of our relying upon the misrepresentation.

We will investigate compliant notices submitted to us at:

**Oversight Board Copyright Agent**

1209 North Orange Street,  
Wilmington, DE 19801  
copyright@osbadmin.com

We also have the right to disclose your identity to any third party where we are legally compelled to do so and/or in connection with any claim, including a claim that any of your Comments constitutes a violation of a third party's intellectual property rights, or that third party's right to privacy.

It is our policy, in appropriate circumstances, to terminate these Terms and not accept Comments from persons who are repeat infringers or are repeatedly charged with infringement of the rights of others.

**BREACH OF THESE TERMS**

If we believe that a breach of these Terms has occurred, we may take any action that we believe is appropriate, including, but not limited to, all or any of the following actions:

- Immediately withdraw your right to submit Comments (which may be temporary or permanent).
- Immediately remove any Comment or information uploaded by you, from anywhere (which may be temporary or permanent).
- Issue a warning to you.
- Initiate, pursue or assist in legal proceedings against you (including, but not limited to, seeking reasonable administrative and legal costs) resulting from the breach.
- Investigate any suspected breach of these Terms.
- Disclose information to, and cooperate with law enforcement authorities as we reasonably feel is necessary or as required by law.

OVERSIGHT BOARD SHALL HAVE NO LIABILITY TO YOU FOR ANY ACTION TAKEN IN RESPONSE TO YOUR BREACH OF THESE TERMS. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

If you breach these Terms in anyway which may be a criminal offence, we may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Portal will cease immediately.

**WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES, ILLEGALITY AND ENFORCEMENT**

These Terms, and any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms (a "Claim") will be governed by the laws of the State of Delaware, United States of America (without regard to principles of conflicts of laws) and may be resolved exclusively in the federal and state courts of the State of Delaware, United States of America. You also agree to submit to the personal jurisdiction of these courts for the purpose of litigating any such Claim, and that your submission of information to Oversight Board and any Claim will be governed by and construed in accordance with the laws of the State of Delaware, United States of America without regard to principles of conflicts of laws. However, to the extent that the laws of your home jurisdiction entitle you to bring a Claim in the courts of your home jurisdiction, then you may do so.

**If a court finds part of these Terms illegal or unenforceable, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing these Terms, we can still enforce it later.** If we do not insist immediately that you do something which you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

Your submission of information and Comments to Oversight Board is at your own risk. **We expressly disclaim any liability for errors or omissions in all Comments that are published or used in any manner and any actions or conduct (whether online or offline) of any third parties, including any content such parties share or provide with us (including offensive, inappropriate, obscene, unlawful and other objectionable content).** The above exclusions shall apply only to the maximum extent permitted under applicable law.

**To the maximum extent permitted under applicable law, in no event will we, or our subsidiaries, affiliates, directors, officers, employees, agents and assigns be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, direct or indirect, special, incidental, exemplary, consequential or punitive damages, lost profits, sales, business or revenues, loss of data or information, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or other damages whatsoever arising out of or related to these Terms or the provision of information to Oversight Board, or the use, misuse, reliance, review, manipulation, or other utilization in any manner whatsoever of the information submitted to Oversight Board, even if we, or our subsidiaries, affiliates, directors, officers, employees, agents, and assigns have been advised of the possibility of such damages or loss. Our aggregate liability arising out of or relating to these Terms will not exceed USD\$100. Notwithstanding the foregoing, applicable law may not allow the limitation or exclusion of liability set forth above. In such case, we shall bear liability to the extent required by such law.**

OUR PORTAL IS PROVIDED "AS IS". TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, OVERSIGHT BOARD DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, AND CONDITIONS, INCLUDING ANY IMPLIED CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE. OVERSIGHT BOARD MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION OR MATERIALS CONTAINED ON THE PORTAL. OVERSIGHT BOARD MAKES NO REPRESENTATION OR WARRANTY THAT ANY FUNCTIONS IN THE PORTAL WILL BE UNINTERRUPTED OR FREE OF ERROR, VIRUSES, HARMFUL COMPONENTS, OR UNCORRECTED DEFECTS. YOU ARE RESPONSIBLE FOR CONFIGURING YOUR INFORMATION TECHNOLOGY, COMPUTER PROGRAMS AND PLATFORM TO ACCESS OUR PORTAL.

**If you are an individual:** Please note that we provide our Portal only for domestic and personal use. You agree not to use our Portal for any commercial or business purposes.

## **ACCEPTABLE USE**

You may only submit Comments to us for lawful purposes. You may not submit Comments: (i) in any way that breaches these Terms; (ii) for any commercial purpose except without the prior written consent of us; (iii) in any way that breaches any applicable local, national or international law or regulation; (iv) in any way that is unlawful, misleading, fraudulent or infringes or breaches someone else's rights, including any intellectual property rights; (v) for the purpose of harming or attempting to harm minors in any way; (vi) to bully, insult, intimidate, discriminate, harass or humiliate any person; (vii) to access or collect data from us or a third party using automated means or to attempt to access data that you have not been given permission to access; (viii) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards; (ix) to frame, mirror or otherwise incorporate any part of the services (including our Portal), we may provide from time to time, into any other websites or service without our prior written authorization from us; (x) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); (xi) to take any action that imposes, or may impose, an unreasonable or disproportionately large load on Oversight Board resources; (xii) to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or (xiii) to download or collect any content from our Portal unless it is expressly made available for download.

You also agree: (i) not to reproduce, duplicate, copy or re-sell any part of our Portal in contravention of the provisions of these Terms; (ii) not to use any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with these Terms; (iii) not to access (or attempt to access) or collect without authority, interfere with, damage or disrupt: any part of our Portal or systems; any equipment or network on which our Portal is stored; any software used in the provision of our Portal; or any equipment or network or software owned or used by any third party; or (iv) attack our Portal or our systems via a denial-of-service attack or a distributed denial-of service attack.

## **CONTENT STANDARDS**

These Content Standards apply to any and all Comments that you provide to us. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Comments as well as to its whole. We will determine, in our discretion, whether a Comment (or any part of it) breaches the Content Standards and what action to take.

All Comments must: (i) be accurate and true (where it states facts); (ii) be genuinely held (where it states opinions); and (iii) comply with all applicable laws.

Comments (in whole or in part) must not: (i) be defamatory of any person; (ii) be obscene, offensive, hateful or inflammatory; (iii) bully, insult, intimidate or humiliate; (iv) promote sexually explicit material; (v) include child sexual abuse material; (vi) promote violence; (vii) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (viii) infringe any copyright, database right, trade mark or other intellectual property rights of any other person or entity; (ix) include private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security Numbers, National Insurance numbers (or other similar identifying numbers) and credit card numbers (note that a third party's personal data may be submitted in a Comment, but only where express permission of the identified individual has been secured beforehand, but no special category data of a third party may be submitted); (x) be likely to deceive any person; (xi) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; (xii) promote any illegal activity (xiii) be in contempt of court; (xiv) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; (xv) be likely to harass, upset, embarrass, alarm or annoy any other person; (xvi) impersonate any person, or misrepresent your identity or affiliation with any person; (xvii) advocate, promote, incite any

party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; (xviii) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or (xix) contain any advertising or promote any services or web links to other websites.

## **HOW TO CONTACT US**

If you need to contact us about these Terms, please email [contact@osbadmin.com](mailto:contact@osbadmin.com).

## **OTHER IMPORTANT TERMS**

**Nobody else has any right under these user terms:** These Terms are between you and us. No other person shall have any rights to enforce any of these Terms. If you do not agree to these Terms, you may not submit Comments.

**Transferring these Terms to someone else:** We may transfer our rights and obligations under these Terms to another organization. Any such transfer will be identified in an amendment to the Terms. You may not transfer these Terms to anyone else, except with our prior consent.

**How we may use your personal information:** We will only use your personal information as set out in the [Oversight Board's Operational Privacy Notice](#).

**Entire Agreement:** These Terms constitute the entire agreement between you and us.

**Our relationship:** You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your submission of information for the consideration of Oversight Board.

**Website Links:** We have links to websites that are not under our control and we are not responsible in any way for any content shown on these websites.