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safe on social

Terms and Conditions

www.safeonsocial.com

Terms and Conditions

What are you signing up for?

You are signing up to be a data generating commodity, handing over personal information that can be sold. When you click "I agree" to most terms and conditions on social media platforms – you give it up by legal contract. And you probably didn't even read them. Most adults don't, let alone a child.

Carnegie Mellon researchers estimated that for an average individual to read all the terms and conditions we should – it would take 76 days. So, you could legitimately argue the impossibility of this.

Instagram's Terms and Conditions are over 5000 words long.

Facebook sits at around 15,000.

TikTok has a couple of pages, Google's terms and conditions are shorter than Facebook.

The practice of tech companies is to either bombard you with so much detail, it is seriously unrealistic to expect anyone (especially a child) to read through them all, or to create brief terms and conditions that are deceptively simple, and in effect sign away all rights to your content, and personal information by using vague legalese.

The young

Young people are giving away personal information with essentially no understanding of where this information is held, by whom or what they intend to do with it.

Studies conducted by a Growing Up Digital task force in the UK discovered that the readability of Instagram's terms and conditions registered at a post-graduate level of understanding, and the platform expects children to understand these?

And then of course there are the varying contract laws in a variety of countries that have prohibitions on the legality of children entering into contracts prior to the age of 18 without parental consent. It is a mess, that the tech industries are not overly interested in clearing up.

In a year-long study conducted in the UK in 2017 the Children's Commissioner Anne Longfield describes the internet as not being developed for children, yet children are some of the biggest users. And almost 100% of children have never read the terms and conditions of Instagram, Facebook, WhatsApp or Snapchat.

Given that many of the current social media applications are targeted to suit children and teen users, it is inappropriate that terms and conditions are incomprehensible to these users, and a rewrite into simple English would be welcomed.

Many teens in the British study, despite being horrified at the extent of what they had agreed to – said they will still use social media anyway.

Age recommendations

These are included in the terms and conditions.

Every child under 13 with an Instagram account has automatically breached the terms and conditions of this platform, ditto Snapchat and any other app with a suggested age-gate.

The contract is theoretically void at this point, and not in favour of the child who has fraudulently entered into a contract.

These ages vary greatly, and some apps contradict their publicly recommended age in their terms and conditions e.g. omeTV, which is of concern.

Changing the terms

Terms and Conditions may change due to the nature of business.

In a perfect world you would be notified of these alterations. However, many social media apps, include terms that allow the platforms to change conditions and requirements at any time, **without** notice. They shift the onus onto the user to continue refreshing their knowledge of the terms and conditions by rereading these regularly.

Continued usage is stated to be viewed as consent. There is no option to "re-accept the amended terms". This is not likely to be legally enforceable in contract law but is likely to be very difficult to challenge given jurisdictional issues.

Note the jurisdiction

Many social media terms and conditions are worldwide, and therefore most use is not limited by geography. Legally though, many social media licences originate in the United States or China and are therefore subject to the jurisdiction and privacy regulations of that country. Any disputes must therefore be conducted through the country that authorises the social media licences.

Privacy is important to note here, and the very different approaches nations have. Chinese based platforms are subject to very different privacy laws than those in Australia.

Be very careful when considering joining an application out of China, particularly apps like TikTok with facial recognition software, voice recognition, and all the details necessary to build a false identity in the name of child – unlikely to need credit cards and identity documents for some time.

Indemnity

As a rule, when you join a social media platform, according to their terms and conditions YOU are responsible for any claims brought against them by others relating to your content. Copy right breaches are included in this category.

Some apps have indemnity provisions so wide that a user is liable for ALL legal costs made against the website, even if any charges are disproven. Be wary.

Content belongs to the platforms

Many social media apps require you to agree that they own the rights to all content they upload. You maintain the copyright, but you licence the right to the platform to use, share , distribute and modify your content however they wish to do so.

For creatives

If you are an artist/author/photographer/creative of any kind be careful

- You post something on Facebook or any platform odds are that you are licencing the use of your creativity to the relevant platform. And this legally binding. You may maintain the copyright, but you licence the platform to use your work.
- Terms to watch for are non-exclusive – leaving you free to upload and licence your work to others; royalty free – the platform doesn't need to pay you; sub-licensable – the platforms may grant other platforms the right to use your work ; modification – usually pertains to adjustments of size but is so broad it may be used to adapt work you would not agree to otherwise ; incorporation into other works – allows your copy right to be combined into other works, a new copyright will pertain to the new work including yours ; perpetual – indefinite unless there are specific provisions for termination; irrevocable – you technically cannot terminate the licence.

For example, Twitter, Facebook, Instagram, Pinterest and Flickr currently require you to grant them a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to use your copyright protected works.

It's gone. And it would be a difficult legal battle to win. Think very carefully about sharing your work online.

Keeping your data

Instagram and Facebook can keep your private messages, posts ,comments and your photos. Third party involvement means that this may be passed onto additional companies under the guise of improving the business practice of the platform.

"Generally, we're not aware of the levels of processing, whether information can be shared and sold on to advertisers, information may be stripped of some personal information and passed on without our knowing." Pam Cowburn

Even after you close your account, the platform may continue to use your data for a "reasonable period of time". Depending on whether a platform has allowed user to repost your content , your control may be permanently gone, and definitions of a reasonable period of time vary widely from five years to whatever a reasonable period of time is defined as.

Facebook states " We store data for as long as it is necessary to provide products and services to you and others". That could be quite a while , even if you have deleted your account.

The information may no longer be there for others to view, but Facebook will still have access. And this can be a problem for a digital footprint in years to come. There is no clean slate law, allowing you to wipe your social media activity from your younger years in existence in Australia or anywhere else.

Advertising

Facebook is also paid for supplying any endorsement you may give i.e. liking an advertisement or a page. It also includes in its data collection any information about other websites and apps you use, if you access them through Facebook. This is an enormous amount of information, and you agree to them doing this.

Facebook/Instagram/Whatsapp use third party data brokers to track your spending habits and preferences – authorised within the terms and conditions, and announced by Facebook when it introduced its creepy targeted advertising.

This is clearly set out in its terms and conditions and the scope is enormous.

Read Here to see the data policy ONLY.

<https://www.facebook.com/policy.php>

This section covers the information gathering you agree to in the terms and conditions ad ranges from :

All devices information, your connections, what you share , what you delete, what groups you are members of, your location, your IP, the length of time you spend online, how you bank, your billing details, delivery and home address, what your friends post about you, Wi-Fi nearby, Bluetooth, mobile towers nearby, unique ids from games, mobile number, connections speeds, ISP and all the cookies ever stored on your device. There's much more, but everything could be the word to summarise what data Facebook will use with your unwitting permission.

This very ,very long list, is only a tiny fraction of Facebooks policies.

NEVER log in to any other social media service via Facebook or Twitter - all your data from each platform will be harvested.

Privacy policies

These started out intending to protect users but have been turned into data ownership policies. And this has given companies far more rights over user's data than most people realise.

The more reputable companies like Facebook , Twitter and LinkedIn secure fairly broad licenses to use anything posted by an account holder So they may use all your content without checking with you, as you okayed this at point of joining. Less scrupulous companies will claim your copyright as well.

It's not only just what you post that you lose rights to, it's also a lot of info you don't know you are sharing with other companies

To quote Facebook directly:

Information from partners.

Advertisers, app developers and publishers can send us information through Facebook Business Tools that they use, including our social plugins (such as the Like button), Facebook Login, our APIs and SDKs, or the Facebook pixel. These partners provide information about your activities off Facebook – including information about your device, websites you visit, purchases you make, the ads you see and how you use their services – whether or not you have a Facebook account or are logged in to Facebook. For example, a game developer could use our API to tell us what games you play, or a business could tell us about a purchase you made in its shop. We also receive information about your online and offline actions and purchases from third-party data providers who have the rights to provide us with your information.

Is a teen going to grasp that? What does half that mean? And that is the point. No one understands, and that is the way the industry would prefer things to remain.

Children have very little understanding of any privacy rights and social media applications give them very little chance to either exercise their rights or given them any genuine privacy. Simplification of these documents to make them more accessible to younger users is necessary. Questions about the validity of contracts for users under 18 should be raised.

Ari Melber, Woodrow Hatzog, and Evan Selinger argued that the rights of social media users “are established through non-negotiable, one-sided and deliberately opaque ‘terms of service’ contracts. These documents...are drafted by corporations, for corporations. There are few protections for the users-the lifeblood powering social media.

This quote is apt, correct and there needs to be some change within the industry. And this is a challenge that has just begun to be taken to the tech giants, because right now – not many people care enough about their data to stop using social media or understands how valuable what they are giving away is.



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