Workplace

Workplace Standard Terms of Service

Workplace Standard Terms of Service
Effective Date: 25 May 2018

These Terms of Service (the "**Terms of Service**") govern your use of the Workplace Standard websites, apps, and online services that we operate and that link to these Terms of Service (the "**Services**"). By using the Services, you accept and agree to be bound by this Agreement.
Please remember that Services are intended for your own business purposes only. You agree that you are not entering into these Terms of Service as a consumer. We offer all Businesses (defined below) a Workplace Premium option, which gives the Business the ability to access, process and delete any data submitted or previously provided through the Services, including all files and communications, all groups and all Workplace Chat messages previously shared within that Business group or community. This will include all data shared by any Standard account within that Business group or community, including all Workplace Chat content. See the Workplace Standard Privacy Policy for more information. If the Business chooses to upgrade your community to Workplace Premium, then you may have to accept a new set of terms at that time, including a new Workplace Premium acceptable use policy.
To learn more about the differences between Workplace Standard and Workplace Premium, see here. Please ensure that you have all necessary consents and permissions before you post any information about other users of the Services or your Business on Workplace.
1. Agreement
1.1. Your agreement with us incorporates these Terms of Service, the Facebook Community Standards and the Workplace Standard Privacy Policy ("Agreement"). The provisions of this Agreement will control over any directly conflicting provisions of the Workplace Standard Privacy Policy.
1.2. If you are a resident of or have your principal place of business in the EU, this Agreement is an agreement between you and Facebook Ireland. Otherwise, this Agreement is an agreement between you and Facebook, Inc. In this Agreement references to "Facebook" "us", "we" and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.
1.3. You represent and warrant that you have the capacity to enter into this Agreement relating to the Services.
1.4. The Services are only intended for use by persons 13 years of age and over. Before using the Services you confirm to us that you (a) are 13 years of age or over or, (b) if you are between 13 and 17 years of age, you possess legal parental or guardian consent and are fully able to enter into and to comply with this Agreement.
2. Your Business Community and Groups
2.1 In order to create a Workplace Standard account you must either sign up with:
(a) an email address provided to you by your employer or other professional association or organisation (the "**Business**") using their email business domain ("**Business Email Domain**") and you are the first person using a specific Business Email Domain to create a Workplace Standard account, we will create a new Workplace Standard community for your Business. If someone from your Business has already created a Workplace Standard community for your Business using that Business Email Domain, you may be automatically added to that community or you may have the option join an existing community or create a new community; or
(b) a personal email address, phone number or other credential that is not owned by a Business, you will not have the opportunity to automatically join an existing Workplace Standard community, unless you have been invited to it . If you are the first person using that specific Business Email Domain to create a Workplace Standard account, we will create a new Workplace Standard community for your Business.
Any users within the same community can see other users in their community, create groups or join existing groups.
2.2. You acknowledge that you are solely responsible for the purposes for which you use the Services and for Your Content (defined below).
2.3. You acknowledge and agree that, at any time, if you have created a Workplace Standard account:

(a) with a Business Email Domain, the Business may elect to assume and have full control over (including the ability to delete): (i) the Business community; (ii) your Workplace account; (iii) any groups you create or join within a Business community; and (iv) all existing and future Your Content (defined below); or
(b) a personal email address, phone number or other credential that is not owned by a Business, and have shared content within a Business group or community (or communities) which were created or administered by users who have joined with a Business Email Domain, the Business may (i) elect to assume and have full control over (including the ability to delete): (i) the Business community or communities; (ii) any groups you create or join within that Business community; and (iii) all existing and future Your Content shared within that Business community, including all Workplace Chat content with members of that Business community. The Business, upon upgrade to Workplace Premium, will also have access to and visibility over all interactions you have had and content you have shared with a user with a Business Email Domain, including in groups and Workplace Chat.

3. Other Facebook Services

3.1 Your Workplace Standard account is different from your personal Facebook account ("**Personal Facebook Account**") and other accounts you may have for other Facebook Services. Any activities that you engage in on your Personal Facebook Account or other Facebook accounts, including copying, sharing, or otherwise transferring content from your Workplace Standard account to your Personal Facebook Account are governed by Facebook's Statement of Rights and Responsibilities and Data Policy or other terms of service linked to the relevant Facebook Service.

4. Your Content

4.1. In this Agreement, "**Your Content**" means the content, materials and information, including without limitation, information, audio recordings, photographs, videos, documents, or other materials, you create, send, submit, upload, publish, display, link or customize, store or transmit in connection with the Services.

4.2. You represent and warrant that you have or have secured all necessary rights (including intellectual property rights) and permissions to share, distribute, publish and make available Your Content and license Your Content and Your Content will not infringe the rights of any third party. We do not claim ownership in Your Content except for Our Content (defined below) that we license to you that may be incorporated into Your Content.

4.3. Certain elements of the Services enable you to submit or share Your Content to the Services or with other users. You understand that if you do this, Your Content will be visible to others and you agree that they may, freely view, use, distribute, reproduce, display, adapt and transmit Your Content in connection with their use of the Services.

4.4. You are solely responsible for Your Content. We accept no responsibility for the accuracy or otherwise of Your Content that we store and process on your behalf. During the period you have a Workplace Standard user account, you may delete Your Content stored on the Services. The creation of back-up copies of Your Content is your sole responsibility and we are not liable for any of loss or damage to Your Content.

4.5. In consideration of your access and use of the Services, you grant us, for the duration of your use of the Services (or in the event that your Business elects to assume and have full control of your Business community or another business elects to assume and have control of a business community within which you have shared Your Content pursuant to Section 2.3, the duration of your Business's or such other business's use of the Services), a worldwide, non-exclusive, unlimited, transferable, sub-licensable, fully paid up, royalty free license to use Your Content: (a) to provide, maintain and improve the Services (including the Facebook Services); (b) as required or permitted by this Agreement; or (c) as otherwise agreed with you in writing. Provided your Business or another business does not elect to assume and have full control of your Business community or their business community within which you have shared Your Content, this license ends on the earlier of the date Your Content or user account is deleted. However, you understand that removed content may persist in backup copies for a reasonable period of time.

5. Your Use of Workplace Standard

5.1. In this Agreement "**Our Content**" means the Services and the content information, materials, computer code, and software that is part of the Services, including without limitation, software, its "look and feel", images, text, graphics, illustrations, trademarks, photographs, audio, videos and sound but excluding Your Content.

5.2. Subject to the terms and conditions of this Agreement, during the Term, you have a non-exclusive, non-transferable, non-sublicensable right to access and use Our Content for your own internal business purposes within your Business in accordance with this Agreement. No ownership rights are conveyed to you. Facebook and its licensors retain all right, title and interest (including all intellectual property rights) in and to the Services and any and all related and underlying technology, and any derivative works, modifications or improvements to any of the foregoing created by or on behalf of Facebook, including based on your feedback (Section 13). No rights are granted to you except as expressly set forth in this Agreement.

6. Privacy Policy and Security

6.1. You should refer to the Workplace Standard Privacy Policy for more details on how Your Content and data submitted to us or created as part of your use of the Services is managed.

6.2. We will take appropriate technical and organizational security measures against unauthorized or unlawful access to, use of, or processing of your Content.

7. Acceptable Use and Your Content

7.1. Workplace Standard is a Facebook Service and the Facebook Community Standards outline our expectations regarding the content you post to your Workplace Standard community and your activity on Workplace.

7.2. We may deploy automated technologies to detect child pornography or other abusive material that may harm our Services, users or others. We reserve the right, but, to the maximum extent allowed by law, disclaim any obligation to edit, suspend access to, limit distribution of, or remove any of Your Content that we determine to be in violation of this Agreement.

8. Third Party Websites

8.1. Our Content may contain links to third-party websites. This does not imply our endorsement of any website and we are not responsible for the actions, content, information, or data of third-party websites or actions or any link contained in them, or any changes or updates to them. Third party websites will likely provide their own terms and conditions of use and privacy policies that may apply to you.

9. Your Use of Third Party Applications

9.1. We may permit third parties to develop and make available services and applications that complement your use of the Services. Your use of such services and applications is subject to the provider's own terms and policies and you acknowledge and agree that any use is at your risk.

10. Suspension and Termination

10.1. We may terminate your account or this Agreement (in whole or in part) for any reason at any time.

10.2. We reserve the right to limit your access to, change, withdraw, suspend or discontinue the Services (or a part of them) at any time, in our sole discretion, without notice to you. We may do so, for example, if we are no longer able to provide a Service, user feedback suggests we need to make a change, due to technology improvements, or if our third party service providers stop permitting us to use or provide access to their resources.

10.3. If your Workplace Standard user account or the Services are terminated, your right to access and use the Services and Your Content immediately ends and any licenses granted under this Agreement terminate.

10.4. Upon termination or expiry of your Workplace Standard user account or this Agreement for any reason, Sections 5, 6, 7 and 11-14 of this Agreement and any other related Sections will continue to apply.

11. WARRANTIES AND LIMITATION OF LIABILITY

11.1 You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Agreement or Workplace Standard exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Agreement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

11.2 If anyone brings a claim against us related to your actions, content or information on Workplace, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Workplace and are not responsible for the content or information users transmit or share on Workplace. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Workplace. We are not responsible for the conduct, whether online or offline, of any user of Workplace Standard.

11.3 WE TRY TO KEEP WORKPLACE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING WORKPLACE AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT WORKPLACE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT WORKPLACE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR WORKPLACE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR WORKPLACE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Amendments

12.1. We may, from time to time, change or modify the Agreement or any of our terms and policies referenced in or incorporated by this Agreement.

12.2. Your continued use of the Services, following notice of the changes to our terms and policies constitutes your acceptance of our amended terms and policies.

13. Feedback

13.1. Your feedback helps us make the Services better. Please note, though, that there is a chance we'll use it, and so you hereby assign to us all right, title and interest in and to any feedback or suggestions you may give us regarding the Services, without any right to compensation from us. You represent and warrant that you have the authority to do so.

14. Some Final Terms

14.1. This Agreement is written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

14.2. This Agreement makes up the entire agreement between you and us regarding the Services and supersedes any prior representations or agreements for the Services. You confirm you have not relied on any prior representations or agreements. Headings are for reference purposes only and do not form part of this Agreement.

14.3. If you are a user who is interacting with Workplace Standard outside the United States, you consent to having your personal data transferred to and processed in the United States.

14.4. You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) you represent and warrant that you are not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) you will not access or use Workplace Standard in violation of any U.S. export embargo, prohibition or restriction; and (c) you will not submit to Workplace Standard any information that is controlled under the U.S. International Traffic in Arms Regulations.

14.5. You and us agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect.

14.6. If we fail to enforce any term of this Agreement or fail to respond to a breach by you, it will not be considered a waiver. Any waiver of this Agreement must be made in writing and signed by us.

14.7. You may not assign or transfer this Agreement or any rights or obligations herein without our prior written consent. We have the right to assign this Agreement, and any of its rights or obligations herein without notice to you. This Agreement is binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns.

14.8. If any part of this Agreement is found to be illegal, invalid or unenforceable by any court or administrative body of competent jurisdiction, that provision will be severed with the remainder of this Agreement remaining in full force and effect.

14.9. We are not liable for any failure or delay to perform our obligations under this Agreement where the failure is due to anything beyond our reasonable control (for example, acts of God, natural disasters, fire, flood, acts of terror, malicious damage, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation).

PLEASE NOTE, THESE TERMS WILL BE REPLACED WITH THE NEW WORKPLACE STANDARD TERMS OF SERVICE LISTED ABOVE WITH EFFECT FROM 25 MAY 2018

Workplace Standard Terms of Service

Effective Date: 24 March 2017

These Terms of Service (the "Terms of Service") govern your use of the Workplace Standard websites, apps, and online services that we operate and that link to these Terms of Service (the "Services"). By using the Services, you accept and agree to be bound by this Agreement.

Please remember that Services are intended for your own business purposes only. You agree that you are not entering into these Terms of Service as a consumer. We offer your Business (defined below) a Workplace Premium option, which allows the Business to assume control of all Workplace Standard accounts within its Business community (being all Workplace Standard accounts within the same Business), including the ability to access, process and delete any data submitted or previously provided through the Services, including your files and communications. If your Business chooses to upgrade to Workplace Premium, then you may have to accept a new set of terms at that time, including a new Workplace Premium acceptable use policy.

To learn more about the differences between Workplace Standard and Workplace Premium, see here. Please ensure that you have all necessary consents and permissions before you post any information about other users of the Services or your Business on Workplace.

1. Agreement

1.1. Your agreement with us incorporates these Terms of Service, the Facebook Community Standards and the Workplace Standard Privacy Policy ("Agreement"). The provisions of this Agreement will control over any directly conflicting provisions of the Workplace Standard Privacy Policy.

1.2. If you are a resident of or have your principal place o business in the US or Canada, this Agreement is an agreement between you and Facebook, Inc. Otherwise, this Agreement is an agreement between you and Facebook Ireland Limited. In this Agreement references to "Facebook" "us", "we" and "our" mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.

1.3. You represent and warrant that you have the capacity to enter into this Agreement relating to the Services.

1.4. The Services are only intended for use by persons 13 years of age and over. Before using the Services you confirm to us that you (a) are 13 years of age or over or, (b) if you are between 13 and 17 years of age, you possess legal parental or guardian consent and are fully able to enter into and to comply with this Agreement.

2. Your Business Community and Groups

2.1 In order to create a Workplace Standard account you must sign up with an email domain provided to you by your employer or other professional association or organisation ("your Business"). If you are the first person using that specific email domain to create a Workplace Standard account, we will create a new Workplace Standard community for your Business. If someone from your Business has already created a Workplace Standard community for your Business using that email domain, you will be automatically added to that community. Any users within your Business community can see other users in their Business community, create groups or join existing groups.

2.2. You acknowledge that you are solely responsible for the purposes for which you use the Services and for Your Content (defined below).

2.3. You acknowledge and agree that, at any time, your Business may elect to assume and have full control over (including the ability to delete): (a) your Business community (b) your Workplace Standard account; (c) any groups you create or join; and (d) all existing and future Your Content (defined below).

3. Other Facebook Services

3.1 Your Workplace Standard account is different from your personal Facebook account ("Personal Facebook Account") and other accounts you may have for other Facebook Services. Any activities that you engage in on your Personal Facebook Account or other Facebook accounts, including copying, sharing, or otherwise transferring content from your Workplace Standard account to your Personal Facebook Account are governed by Facebook's Statement of Rights and Responsibilities and Data Policy or other terms of service linked to the relevant Facebook Service.

4. Your Content

4.1. In this Agreement, "Your Content" means the content, materials and information, including without limitation, information, audio recordings, photographs, videos, documents, or other materials, you create, send, submit, upload, publish, display, link or customize, store or transmit in connection with the Services.

4.2. You represent and warrant that you have or have secured all necessary rights (including intellectual property rights) and permissions to share, distribute, publish and make available Your Content and license Your Content and Your Content will not infringe the rights of any third party. We do not claim ownership in Your Content except for Our Content (defined below) that we license to you that may be incorporated into Your Content.

4.3. Certain elements of the Services enable you to submit or share Your Content to the Services or with other users. You understand that if you do this, Your Content will be visible to others and you agree that they may, freely view, use, distribute, reproduce, display, adapt and transmit Your Content in connection with their use of the Services.

4.4. You are solely responsible for Your Content. We accept no responsibility for the accuracy or otherwise of Your Content that we store and process on your behalf. During the period you have a Workplace Standard user account, you may delete Your Content stored on the Services. The creation of back-up copies of Your Content is your sole responsibility and we are not liable for any of loss or damage to Your Content.

4.5. In consideration of your access and use of the Services, you grant us, for the duration of your use of the Services (or in the event that your Business elects to assume and have full control of your Business community under Section 2.3, the duration of your Business's use of the Services), a worldwide, non-exclusive, unlimited, transferable, sub-licensable, fully paid up, royalty free license to use Your Content: (a) to provide, maintain and improve the Services (including the Facebook Services); (b) as required or permitted by this Agreement; or (c) as otherwise agreed with you in writing. Provided your Business does not elect to assume and have full control of your Business community, this license ends on the earlier of the date Your Content or user account is deleted. However, you understand that removed content may persist in backup copies for a reasonable period of time.

5. Your Use of Workplace Standard

5.1. In this Agreement "Our Content" means the Services and the content information, materials, computer code, and software that is part of the Services, including without limitation, software, its "look and feel", images, text, graphics, illustrations, trademarks, photographs, audio, videos and sound but excluding Your Content.
5.2. Subject to the terms and conditions of this Agreement, during the Term, you have a non-exclusive, non-transferable, non-sublicensable right to access and use Our Content for your own internal business purposes within your Business in accordance with this Agreement. No ownership rights are conveyed to you. Facebook and its licensors retain all right, title and interest (including all intellectual property rights) in and to the Services and any and all related and underlying technology, and any derivative works, modifications or improvements to any of the foregoing created by or on behalf of Facebook, including based on your feedback (Section 13). No rights are granted to you except as expressly set forth in this Agreement.

6. Privacy Policy and Security

6.1. You should refer to the Workplace Standard Privacy Policy for more details on how Your Content and data submitted to us or created as part of your use of the Services is managed.
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7. Acceptable Use and Your Content

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7.2. We may deploy automated technologies to detect child pornography or other abusive material that may harm our Services, users or others. We reserve the right, but, to the maximum extent allowed by law, disclaim any obligation to edit, suspend access to, limit distribution of, or remove any of Your Content that we determine to be in violation of this Agreement.

8. Third Party Websites

8.1. Our Content may contain links to third-party websites. This does not imply our endorsement of any website and we are not responsible for the actions, content, information, or data of third-party websites or actions or any link contained in them, or any changes or updates to them. Third party websites will likely provide their own terms and conditions of use and privacy policies that may apply to you.

9. Your Use of Third Party Applications

9.1. We may permit third parties to develop and make available services and applications that complement your use of the Services. Your use of such services and applications is subject to the provider's own terms and policies and you acknowledge and agree that any use is at your risk.

10. Suspension and Termination

10.1. We may terminate your account or this Agreement (in whole or in part) for any reason at any time.
10.2. We reserve the right to limit your access to, change, withdraw, suspend or discontinue the Services (or a part of them) at any time, in our sole discretion, without notice to you. We may do so, for example, if we are no longer able to provide a Service, user feedback suggests we need to make a change, due to technology improvements, or if our third party service providers stop permitting us to use or provide access to their resources.
10.3. If your Workplace Standard user account or the Services are terminated, your right to access and use the Services and Your Content immediately ends and any licenses granted under this Agreement terminate.
10.4. Upon termination or expiry of your Workplace Standard user account or this Agreement for any reason, Sections 5, 6, 7 and 11-14 of this Agreement and any other related Sections will continue to apply.

11. WARRANTIES AND LIMITATION OF LIABILITY

11.1 You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Agreement or Workplace Standard exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Agreement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
11.2 If anyone brings a claim against us related to your actions, content or information on Workplace, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Workplace and are not responsible for the content or information users transmit or share on Workplace. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Workplace. We are not responsible for the conduct, whether online or offline, of any user of Workplace Standard.
11.3 WE TRY TO KEEP WORKPLACE UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING WORKPLACE AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT WORKPLACE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE

OR THAT WORKPLACE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR WORKPLACE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR WORKPLACE WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Amendments

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12.2. Your continued use of the Services, following notice of the changes to our terms and policies constitutes your acceptance of our amended terms and policies.

13. Feedback

13.1. Your feedback helps us make the Services better. Please note, though, that there is a chance we'll use it, and so you hereby assign to us all right, title and interest in and to any feedback or suggestions you may give us regarding the Services, without any right to compensation from us. You represent and warrant that you have the authority to do so.

14. Some Final Terms

14.1. This Agreement is written in English (US). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

14.2. This Agreement makes up the entire agreement between you and us regarding the Services and supersedes any prior representations or agreements for the Services. You confirm you have not relied on any prior representations or agreements. Headings are for reference purposes only and do not form part of this Agreement.

14.3. If you are a user who is interacting with Workplace Standard outside the United States, you consent to having your personal data transferred to and processed in the United States.

14.4. You agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) you represent and warrant that you are not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) you will not access or use Workplace Standard in violation of any U.S. export embargo, prohibition or restriction; and (c) you will not submit to Workplace Standard any information that is controlled under the U.S. International Traffic in Arms Regulations.

14.5. You and us agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect.

14.6. If we fail to enforce any term of this Agreement or fail to respond to a breach by you, it will not be considered a waiver. Any waiver of this Agreement must be made in writing and signed by us.

14.7. You may not assign or transfer this Agreement or any rights or obligations herein without our prior written consent. We have the right to assign this Agreement, and any of its rights or obligations herein without notice to you. This Agreement is binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns.

14.8. If any part of this Agreement is found to be illegal, invalid or unenforceable by any court or administrative body of competent jurisdiction, that provision will be severed with the remainder of this Agreement remaining in full force and effect.

14.9. We are not liable for any failure or delay to perform our obligations under this Agreement where the failure is due to anything beyond our reasonable control (for example, acts of God, natural disasters, fire, flood, acts of terror, malicious damage, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation).