

Privacy Impact Assessment
For
College.gov Facebook Fan Page

Date:
December 9, 2009

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Office of
Federal Student Aid

U.S. Department of Education (DoED)

1. **System Information.** Describe the system - include system name, system acronym, and a description of the system, to include scope, purpose and major functions.

College.gov is a unique web site that changes the way people find information about postsecondary education. College.gov takes a holistic approach to delivering resources and guidance to our target audience of 9th through 12th graders, with a special emphasis on low-income, underrepresented and first-generation students. The site has three main goals: 1) Create and inspire hope that college is possible, 2) Engage students by building a site that they can relate to, and 3) Inform and activate students by giving them the tools and resources necessary to get to college.

College.gov developed a Facebook Fan Page (Facebook Page) to compliment the site and further engage students. Facebook is a social networking website that is operated and privately owned by Facebook, Inc. Users can add friends, send them messages, and update their personal profiles to notify friends about themselves. While Facebook is an external website, the Facebook Page will be controlled and continually moderated by the college.gov team.

2. **Legal Authority.** Cite the legal authority to collect and use this data. What specific legal authorities, arrangements, and/or agreements regulate the collection of information?

ED has authority to perform "public information functions, including the provision, through the use of the latest technologies, of useful information about education and related opportunities to students, parents, and communities." 20 U.S.C. Section 3412(e)(2).

Additionally, any user visiting the Facebook Page is doing so entirely voluntarily, and therefore, any information displayed is provided voluntarily by users.

3. **Characterization of the Information.** What elements of Personal Identifiable Information (PII) are collected and maintained by the system (e.g., name, social security number, date of birth, address, phone number, etc.)? What are the sources of information (e.g., student, teacher, employee, university)? How is the information collected (website, paper form, on-line form)? Is the information used to link or cross-reference multiple databases?

Content that College.gov places on the Facebook Page will not contain any personally identifiable information (PII). There is a space for users to provide comments on a "Wall," or users can send a message. The information displayed on the Facebook Page that was provided by a user, may or may not contain PII data. For example, becoming a fan requires one to have a Facebook Page. This individual page has a location to display a name and photo. Some individuals choose to list their real names and load clear photos of themselves. Other individuals choose to list false names and may load unclear (unidentifiable) photos. Either way, information is voluntarily submitted with the intent to explore shared interests.

Individuals who visit and join the college.gov Facebook Page are already Facebook subscribers (registered members of the network) before they join. Information is voluntarily contributed by persons to a network after they register as a member, and their intent is to share the information with others in the network.

No characterization can be provided in this PIA about the kinds of PII that might be posted by members over the course of their interactions with a social network. The extent of PII revealed by the member is completely at his or her discretion.

4. **Why is the information collected?** How is this information necessary to the mission of the program, or contributes to a necessary agency activity. Given the amount and type of data collected, discuss the privacy risks identified and how they were mitigated.

Information provided by visitors of the college.gov Facebook Page will be displayed. If a user provides a comment or posts information, the user does so voluntarily. That information may be collected by ED to inform future updates to the college.gov site. The Facebook Page has been developed to provide an additional delivery method for ED information. No information will be collected or maintained in any ED system.

The privacy risk from loss or exposure of the information on the Facebook Page is negligible. Any PII posted by the member after registration is done willingly and is presumed to be "public" among the user's friends in the network or the network's entire community.

Generally speaking, harm to the reputation of an agency can be a vulnerability that concerns federal agencies on matters of information privacy and security. However, in the context of an agency's presence on social networks, reputational risk does not arise from information privacy concerns but rather from the potential for false inferences about the agency because of statements that might be posted by members. ED has made the judgment that reticence risk (the risk of not gaining the mission benefits from social networking) outweigh any reputational risk. College.gov will monitor content posted by members and appropriately exercise its prerogative to remove PII or inappropriate content.

5. **Social Security Numbers** - If an SSN is collected and used, describe the purpose of the collection, the type of use, and any disclosures. Also specify any alternatives that you considered, and why the alternative was not selected.

Social Security Numbers are not collected on the Facebook Page, and if SSNs are posted against the specific instruction not to do so, they will be deleted immediately upon discovery. The college.gov team has administrative capabilities and will moderate site activity daily.

6. **Uses of the Information**. What is the intended use of the information? How will the information be used? Describe all internal and/or external uses of the information. What types of methods are used to analyze the data? Explain how the information is used, if the system uses commercial information, publicly available information, or information from other Federal agency databases.

The Department created the Facebook Page as a complement to the College.gov web site and to engage students in an education related activity. Information about college is listed to create greater awareness about the benefits of attending college.

No PII will be required. Any information provided voluntarily will be reviewed for PII and appropriateness on a daily basis by the college.gov team. This information may be used to obtain feedback from users about the Facebook Page, the information provided, and ED's programs. No automated methods such as data mining, pattern analysis, or record scoring are used by college.gov to analyze the data.

7. **Internal Sharing and Disclosure**. Which internal DoED organizations will the information being shared? What information is shared? For what purpose is the information shared? Describe the risks to privacy for internal sharing and disclosure and describe how the risks were mitigated.

The information posted to the Facebook Page will be shared internally on a need-to-know basis. Of course, a Departmental employee in his or her personal capacity, like any other member of the public, may also become a member of the Facebook Page and thereby view posted content and videos.

8. **External Sharing and Disclosure.** With what external entity will the information be shared (e.g., another agency for a specified programmatic purpose)? What information is shared? For what purpose is the information shared? How is the information shared outside of the Department? Is the sharing pursuant to a Computer Matching Agreement (CMA), Memorandum of Understanding (MOU) or other type of approved sharing agreement with another agency? Describe the risks to privacy from external sharing and disclosure and describe how the risks are mitigated.

Any individual in the public who joins a social network can view comments posted by others to the extent allowed by the originator using the revelation features of the social network. College.gov will also disclose posted content if required to do so by law; to enforce the terms of use; to respond to claims that any content violates the right of third parties; or to protect the rights, property, or personal safety of the Department of Education and the public.

9. **Notice.** Is a notice provided to the individual prior to collection of their information (e.g., a posted Privacy Notice)? What opportunities do individuals have to decline to provide information (where providing the information is voluntary) or to consent to particular uses of the information (other than required or authorized uses), and how individuals can grant consent?

Participation in and posting on the Facebook Page is voluntary. If a user posts a comment and then changes his/her mind, the comment may be deleted by the user at any time.

10. **Web Addresses.** List the web addresses (known or planned) that have a Privacy Notice.

<http://www.facebook.com/college.gov>

11. **Security.** What administrative, technical, and physical security safeguards are in place to protect the PII? Examples include: monitoring, auditing, authentication, firewalls, etc. Has a Certification and Accreditation (C&A) been completed? Is the system compliant with any federal security requirements? If so, which federal security requirements?

Security safeguards are described within the terms of use published by the Social Media Networks. Facebook is a non-Federally operated and controlled Web site. Facebook is a private company, and, as such, the Department cannot control the security precautions it takes to protect users' PII. College.gov provides clear and conspicuous notice in a prominent location at the point of dissemination that Facebook is controlled and operated by a third party and is not a Federal or agency Web site. The Facebook Page provides a link to the Facebook privacy policy, and College.gov directs individuals to www.college.gov, where the same content, as well as the privacy policy, may be obtained electronically.

Addendum A: Facebook Terms of Use

Addendum B: College.gov Facebook Fan Page Terms of Use

12. **Privacy Act System of Records.** Is a system of records being created or altered under the Privacy Act, 5 U.S.C. 552a? Is this a Department-wide or Federal Government-wide SORN? If a SORN already exists, what is the SORN Number?

Because the Facebook Page is not a System of Records under the Privacy Act, a System of Records Notice is not required.

13. **Records Retention and Disposition.** Is there a records retention and disposition schedule approved by the National Archives and Records Administration (NARA) for the records created by the system development lifecycle AND for the data collected? If yes – provide records schedule number:

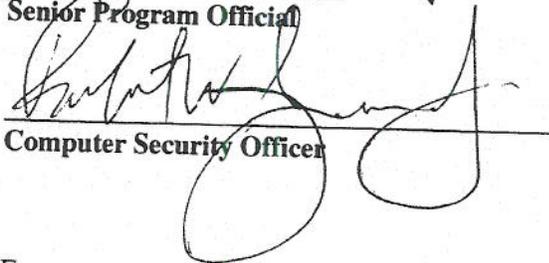
These records are currently unscheduled. Applicable records retention schedules will be identified and/or developed, and submitted to the NARA if required. Until the records retention determinations are finalized, no records will be destroyed.

Certifying Officials Signatures:



Senior Program Official

12/9/09
Date

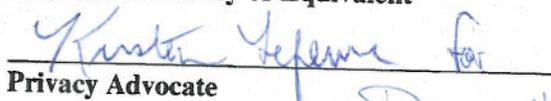


Computer Security Officer

12/9/09
Date

For systems that collect, maintain, or transfer SSNs

Assistant Secretary or Equivalent



Privacy Advocate

Date

12/11/09

Date

Disanne Novick

Addendum A: Facebook Terms of Use

Date of Last Revision: August 28, 2009

Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement") derives from the [Facebook Principles](#), and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

1. Privacy

Your privacy is very important to us. We designed our [Privacy Policy](#) to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your [privacy](#) and [application settings](#). In addition:

- 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.
- 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).
- When you add an application and use Platform, your content and information is shared with the application. We require applications to respect your privacy settings, but your agreement with that application will control how the application can use the content and information you share. (To learn more about Platform, read our [About Platform](#) page.)
- When you publish content or information using the "everyone" setting, it means that everyone, including people off of Facebook, will have access to that information and we may not have control over what they do with it.
- We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

- You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
 - You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
 - You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
 - You will not upload viruses or other malicious code.
 - You will not solicit login information or access an account belonging to someone else.
 - You will not bully, intimidate, or harass any user.
 - You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
 - You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content without appropriate age-based restrictions.
 - You will not offer any contest, giveaway, or sweepstakes ("promotion") on Facebook without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our [Promotions Guidelines](#) and all applicable laws.
 - You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
 - You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
 - You will not facilitate or encourage any violations of this Statement.
- #### 4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
 - You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
 - You will not use Facebook if you are under 13.
 - You will not use Facebook if you are a convicted sex offender.
 - You will keep your contact information accurate and up-to-date.
 - You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
 - You will not transfer your account to anyone without first getting our written permission.
 - If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
- #### 5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

- You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you post on Facebook if we believe that it violates this Statement.

3. We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our [How to Report Claims of Intellectual Property Infringement](#) page.
 4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an [opportunity to appeal](#).
 5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
 6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, FB, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written permission.
 7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
 8. You will not post anyone's identification documents or sensitive financial information on Facebook.
6. Mobile
1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
 2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our [Payments Terms](#).

8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.
 2. You give us permission to use such links and content on Facebook.
 3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.
9. Special Provisions Applicable to Developers/Operators of Applications and Websites

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our [Platform Policies](#) and our [Advertising Guidelines](#).
 2. Your access to and use of data you receive from Facebook, will be limited as follows:
 1. You will only request data you need to operate your application.
 2. You will have a privacy policy or otherwise make it clear to users what user data you are going to use and how you will use, display, or share that data.
 3. You will make it clear to users what user data you are going to use and how you will use, display, or share that data.
 4. You will not use, display, or share a user's data in a manner inconsistent with the user's [privacy](#) settings.
 5. You will delete all data you received from us relating to any user who deauthorizes, disconnects, or otherwise disassociates from your application unless otherwise permitted in our [Platform Policies](#).
 6. You will delete all data you received from Facebook if we disable your application or ask you to do so.
 7. We can require you to update any data you have received from us.
 8. We can limit your access to data.
 9. You will not transfer the data you receive from us (or enable that data to be transferred) without our prior consent.
 3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
 4. You will make it easy for users to remove or disconnect from your application.
 5. You will make it easy for users to contact you. We can also share your email address with users.
 6. You will provide customer support for your application.
 7. You will not show third party ads or web search boxes on Facebook user profiles or Pages.
 8. We give you all rights necessary to use the code, APIs (along with all data received), or tools we provide to you, but only in connection with your application.
 9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
 10. You will not misrepresent your relationship with Facebook to others.
 11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our [Platform Policies](#).
 12. We can issue a press release describing our relationship with you.
 13. You will comply with all applicable laws. In particular you will (if applicable):
 1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
 2. comply with the Video Privacy Protection Act ("VPPA"), and will obtain explicit, opt-in consent from users prior to sharing with Facebook user data subject to the VPPA. You acknowledge Facebook has no obligations under the VPPA.
 14. We do not guarantee that Platform will always be free.
 15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content you provide to us into streams, profiles, and user action stories.
 16. You give us the right to link to or frame your application and place content, including ads, around your application.
 17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
 18. To ensure your application is safe for users, we can audit it.
 19. We can create applications that offer similar features and services to, or otherwise compete with, your application.
10. About Advertisements on Facebook

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your [privacy](#) settings to limit how your name and profile picture may be associated with commercial or sponsored content served by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

11. Special Provisions Applicable to Advertisers

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available.
2. You will pay for your Orders in accordance with our [Payments Terms](#). The amount you owe will be calculated based on our tracking mechanisms.
3. Your ads will comply with our [Advertising Guidelines](#).
4. We will determine the size, placement, and positioning of your ads.
5. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
6. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads.
7. You can cancel your Order at any time through our online portal, but it may take us seven days before the ad stops running.
8. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ads, your ads may remain until the users delete it.
9. We can use your ads and related content and information for marketing or promotional purposes.
10. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
11. We may reject or remove any ad for any reason.

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

12. You warrant that you have the legal authority to bind the advertiser to this Statement.
13. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.
12. Special Provisions Applicable to Pages
 1. Pages are special profiles that may only be used to promote a business or other commercial, political, or charitable organization or endeavor (including non-profit organizations, political campaigns, bands, and celebrities).
 2. You may only administer a Facebook Page if you are an authorized representative of the subject of the Page.
 3. Pages can only post content and information under the "everyone" setting.
 4. When you publish content or information to your Page we have no obligation to distribute your content or information to users.
 5. If you use a Fan Box widget off of our site to promote your Page, others will be able to copy and place the widget elsewhere.
 6. You may not place a Fan Box widget in an advertisement.
 7. If you collect user information on your Page, Section 9 of this Statement also applies to you.
 8. If you display advertising on your Page, Section 11 of this Statement also applies to you.
13. Amendments
 1. We can change this Statement if we provide you notice (by posting the change on the [Facebook Site Governance Page](#)) and an opportunity to comment. To get notice of any future changes to this Statement, visit our [Facebook Site Governance Page](#) and become a fan.
 2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the [Facebook Site Governance Page](#).
 3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
 4. We can make changes for legal or administrative reasons upon notice without opportunity to comment.
14. Termination

If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15.1, 9.18, 10.3, 11.2, 11.5, 11.6, 11.9, 11.12, 11.13, and 14-18.

15. Disputes

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, 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.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "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 FACEBOOK WILL BE SAFE OR SECURE. 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS 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 FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK 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.

16. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
 2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website.
17. Definitions
1. By "Facebook" we mean the features and services we make available, including through (a) our website at www.facebook.com and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.
 2. By "us," "we" and "our" we mean Facebook, Inc., or if you are outside of the United States, Facebook Ireland Limited.
 3. By "Platform" we mean a set of APIs and services that enable applications, developers, operators or services, including Connect and RSS feeds, to retrieve data from Facebook or provide data to us.
 4. By "information" we mean facts and other information about you, including actions you take.
 5. By "content" we mean anything you post on Facebook that would not be included in the definition of "information."
 6. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
 7. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
 8. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
 9. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
 10. By "application" we mean any application or website (including Connect sites) that uses or accesses Platform, as well as anything else that receives data.
18. Other
1. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
 2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
 3. If we fail to enforce any of this Statement, it will not be considered a waiver.
 4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
 5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
 6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
 7. Nothing in this Statement shall prevent us from complying with the law.
 8. This Statement does not confer any third party beneficiary rights.

You may also want to review the following documents:

- [Privacy Policy](#): The Privacy Policy is designed to help you understand how we collect and use information.
- [Payment Terms](#): These additional terms apply to all payments made on or through Facebook.
- [About Platform](#): This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- [Platform Policies](#): These guidelines outline the policies that apply to applications, including Connect sites.
- [Advertising Guidelines](#): These guidelines outline the policies that apply to advertisements placed on Facebook.
- [Promotions Guidelines](#): These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.
- [How to Report Claims of Intellectual Property Infringement](#)
- [How to Appeal Claims of Copyright Infringement](#)

To access the Statement of Rights and Responsibilities in several different languages, please use the following links:

- [French translation \(Français\)](#)
- [Italian translation \(Italiano\)](#)
- [German translation \(Deutsch\)](#)
- [Spanish translation \(Español\)](#)

Facebook © 2009
English (US)

Addendum B: College.gov Facebook Fan Page Terms of Use
(This will appear on the Facebook fan page - Info Tab)

Welcome to College.gov's official fan page on Facebook, brought to you by the U.S. Department of Education. If you're looking for the information and inspiration you need to reach your college dream, please visit our official website at www.college.gov.

Facebook is controlled and operated by a third party and is not a Federal or agency website. For privacy information, please read Facebook's Privacy Policy at <http://www.facebook.com/policy.php?ref=pf#>.

We encourage open communication but request that this forum remain clean and appropriate. If your comments or wall posts do not comply with the Department's posting guidelines below, your message will be removed:

-We do not allow graphic, obscene, explicit or racial messages nor do we allow comments that are abusive, hateful or intended to defame any person or organization.

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