

Terms of Use

These terms will be effective December 20, 2020.

Welcome to Instagram!

These Terms of Use (or “Terms”) govern your use of Instagram, except where we expressly state that separate terms (and not these) apply, and provide information about the Instagram Service (the “Service”), outlined below. When you create an Instagram account or use Instagram, you agree to these terms. The Facebook Terms of Service do not apply to this Service.

Click [here](#) for a Contract Summary and [here](#) for other information we are required by the European Electronic Communications Code to provide.

If you are a business established in the EU and use Instagram Shopping to sell goods to consumers located in the EU, you can learn more about your commercial relationship with us by reviewing the [Platform to Business Notice](#) which supplements our Terms of Use.

The Instagram Service is one of the [Facebook Products](#), provided to you by Facebook Ireland Limited. These Terms of Use therefore constitute an agreement between you and Facebook Ireland Limited.

The Instagram Service

We agree to provide you with the Instagram Service. The Service includes all of the Instagram products, features, applications, services, technologies, and software that we provide to advance Instagram's mission: To bring you closer to the people and things you love. The Service is made up of the following aspects:

- Offering personalized opportunities to create, connect, communicate, discover, and share.
People are different. We want to strengthen your relationships through shared experiences you actually care about. So we build systems that try to understand who and what you and others care about, and use that information to help you create, find, join, and share in experiences that matter to you. Part of that is highlighting content, features, offers, and accounts you might be interested in, and offering ways for you to experience Instagram, based on things you and others do on and off Instagram.
- Fostering a positive, inclusive, and safe environment.
We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive, including when we think they might need help. We also have teams and systems that work to combat abuse and violations of our Terms and policies, as well as harmful and deceptive behavior. We use all the information we have-including your information-to try to keep our platform secure. We also may share information about misuse or harmful content with other Facebook Companies or law enforcement. Learn more in the [Data Policy](#).
- Developing and using technologies that help us consistently serve our growing community.
Organizing and analyzing information for our growing community is central to our Service. A big part of our Service is creating and using cutting-edge technologies that help us personalize, protect, and improve our Service on an incredibly large scale for a broad

global community. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across our Service. Automated technologies also help us ensure the functionality and integrity of our Service.

- Providing consistent and seamless experiences across other Facebook Company Products.

Instagram is part of the Facebook Companies, which share technology, systems, insights, and information-including the information we have about you (learn more in the [Data Policy](#)) in order to provide services that are better, safer, and more secure. We also provide ways to interact across the Facebook Company Products that you use, and designed systems to achieve a seamless and consistent experience across the Facebook Company Products.

- Ensuring access to our Service.

To operate our global Service, we must store and transfer data across our systems around the world, including outside of your country of residence. The use of this global infrastructure is necessary and essential to provide our Service. This infrastructure may be owned or operated by Facebook Inc., Facebook Ireland Limited, or their affiliates.

- Connecting you with brands, products, and services in ways you care about.

We use data from Instagram and other Facebook Company Products, as well as from third-party partners, to show you ads, offers, and other sponsored content that we believe will be meaningful to you. And we try to make that content as relevant as all your other experiences on Instagram.

- Research and innovation.

We use the information we have to develop, test, and improve our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community. This includes analyzing the data we have about our users and

understanding how people use our Services, for example by conducting surveys and testing and troubleshooting new features.

How Our Service Is Funded

Instead of paying to use Instagram, by using the Service covered by these Terms, you acknowledge that we can show you ads that businesses and organizations pay us to promote on and off the [Facebook Company Products](#). We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.

We show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal and the kind of audience they want to see their ads. We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Instagram. For example, we provide general demographic and interest information to advertisers to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. Learn more about how Instagram ads work [here](#).

You may see branded content on Instagram posted by account holders who promote products or services based on a commercial relationship with the business partner mentioned in their content. You can learn more about this [here](#).

The Data Policy

Providing our Service requires collecting and using your information. The [Data Policy](#) explains how we collect, use, and share information across the [Facebook Products](#). It also explains the many ways you can control your information, including in the [Instagram Privacy and Security Settings](#).

Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

Who Can Use Instagram. We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So,

we need you to commit to a few restrictions in order to be part of the Instagram community.

- You must be at least 13 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

How You Can't Use Instagram. Providing a safe and open Service for a broad community requires that we all do our part.

- You can't impersonate others or provide inaccurate information. You don't have to disclose your identity on Instagram, but you must provide us with accurate and up to date information (including registration information), which may include providing personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for someone else unless you have their express permission.
- You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.

- You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the [Instagram Community Guidelines](#), [Facebook Platform Terms and Developer Policies](#), and [Music Guidelines](#).

If you post branded content, you must comply with our [Branded Content Policies](#), which require you to use our branded content tool. Learn how to report conduct or content in our [Help Center](#).

- You can't do anything to interfere with or impair the intended operation of the Service.
This includes misusing any reporting, dispute, or appeals channel, such as by making fraudulent or groundless reports or appeals.

- You can't attempt to create accounts or access or collect information in unauthorized ways.
This includes creating accounts or collecting information in an automated way without our express permission.

- You can't sell, license, or purchase any account or data obtained from us or our Service.
This includes attempts to buy, sell, or transfer any aspect of your account (including your username); solicit, collect, or use login credentials or badges of other users; or request or collect Instagram usernames, passwords, or inappropriate access tokens.

- You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods).

You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent you own or have obtained all necessary rights to the content you post or share. Learn more, including how to report content that you think infringes your intellectual property rights, [here](#).

- You can't modify, translate, create derivative works of, or reverse engineer our products or their components.
- You can't use a domain name or URL in your username without our prior written consent.

Permissions You Give to Us. As part of our agreement, you also give us permissions that we need to provide the Service.

- We do not claim ownership of your content, but you grant us a license to use it.

Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service and you are free to share your content with anyone else, wherever you want. However, we need certain legal permissions from you (known as a "license") to provide the Service. When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. To learn more about how we use information, and how to control or delete your content, review the [Data Policy](#) and visit the [Instagram Help Center](#).

- Permission to use your username, profile picture, and information about your relationships and actions with accounts, ads, and sponsored content.

You give us permission to show your username, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on Facebook Products, without any compensation to you. For example, we may show that you liked a sponsored post created by a brand that has paid us to display its ads on Instagram. As with actions on other content and follows of other accounts, actions on sponsored content and follows of sponsored accounts can be seen only by people who have permission to see that content or follow. We will also respect your ad settings. You can learn more [here](#) about your ad settings.

- You agree that we can download and install updates to the Service on your device.

Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).

- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our [Brand Guidelines](#) or with our prior written permission.
- You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our [Instagram Community Guidelines](#)), or we are required to do so by law. We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your access to the Facebook Products and Facebook Company Products) immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies (including our [Instagram Community Guidelines](#)), if you repeatedly infringe other people's intellectual property rights, or where we are required to do so by law. We can

also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. In some cases when we remove content, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems, or products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our [Help Center](#). When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to these Terms of Use and our Data Policy. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

- Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:
 - where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
 - where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
 - where deletion would restrict our ability to:

- investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
 - protect the safety and security of our products, systems, and users;
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of a judicial or administrative authority, law enforcement or a government agency;
- in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted.

Our Agreement and What Happens if We Disagree

Our Agreement.

- Your use of music on the Service is also subject to our [Music Guidelines](#), and your use of our API is subject to our [Facebook Platform Terms and Developer Policies](#). If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. For example, if you use payment features, you will be asked to agree to the [Community Payment Terms](#). If any of those terms conflict with this agreement, those other terms will govern.
- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

- This agreement does not give rights to any third parties.

- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens.

- We will use reasonable skill and care in providing our Service to you and in keeping a safe, secure, and error-free environment, but we cannot guarantee that our Service will always function without disruptions, delays, or imperfections. Provided we have acted with reasonable skill and care, we do not accept responsibility for: losses not caused by our breach of these Terms or otherwise by our acts; losses which are not reasonably foreseeable by you and us at the time of entering into these Terms; any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content posted by others that you may encounter on our Service; and events beyond our reasonable control.
- The above does not exclude or limit our liability for death, personal injury, or fraudulent misrepresentation caused by our negligence. It also does not exclude or limit our liability for any other things where the law does not permit us to do so.

How We Will Handle Disputes.

If a claim or dispute arises out of or relates to your use of the Service as a consumer, both you and us agree that you may resolve your individual claim or dispute against us, and we may resolve our claim or dispute against you, in any competent court in the country of your main residence that has jurisdiction over your claim or dispute, and the laws of that country will apply without regard to conflict of law provisions.

If a claim or dispute arises between us that relates to use of the Service in any other capacity, including, but not limited to, access or use of the Service for a business or commercial purpose, you agree that any such claim or dispute must be resolved in a competent court in Ireland and that Irish law will apply without regard to conflict of law provisions.

Unsolicited Material.

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account, [here](#).

Revised: December 20, 2020