

Web 2.0 / SOCIAL MEDIA WEBSITES
Legal Policies and IP Protection

Social Media Site Names	INSTAGRAM (app only)
Links to Home Pages	www.instagram.com
Site Description	<p>Instagram is a photo-sharing application and online social networking service that enables users to download a free app (currently for Apple iOS and Android devices), take pictures with their smartphones, apply creative digital filters and borders, and share the photos on a variety of social networking services, such as Facebook and Twitter, and its own Instagram blog at http://blog.instagram.com/.</p> <p>See also http://instagram.com/about/faq/</p> <p>Note: Instagram was acquired by Facebook in Sept. 2012.</p>
Link to Web Site Terms of Use	<p>http://instagram.com/about/legal/terms/# [Note: updated Term eff. Jan. 19, 2013]</p> <p>See also Community Guidelines at http://help.instagram.com/477434105621119/</p>
Link to Trademark Abuse/Infringement Policy	<p>http://instagram.com/about/legal/terms/#:</p> <p>“You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service....”</p> <p>[Compare with these pre-Jan. 19, 2013 terms at http://instagram.com/about/legal/terms/: : “We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.”</p> <p>“We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.”]</p>

Repeat Infringer Policy	http://instagram.com/about/legal/terms/# “If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.”
Links to DMCA Notice and Take Down Policy (Copyright):	http://help.instagram.com/535503073130320/ and http://help.instagram.com/454951664593304 Copyright Office designated agent of record: Copyright Agent, % Instagram 1601 Willow Road Menlo Park, CA 94025 Email Address: ip@instagram.com Telephone Number: (650) 384-2250 Facsimile Number: (650) 384-2253
Links to Online Forms for DMCA Copyright Claims (Take Down) and non-Copyright IP Infringement Claims	Specific copyright infringement reporting instructions are provided at http://help.instagram.com/454951664593304 and http://help.instagram.com/contact/391888707564685 . Also at http://help.instagram.com/contact/372592039493026 . There is now an online reporting template to be completed at http://help.instagram.com/contact/391888707564685 . Alternatively, DMCA claims may be submitted by mail to the above DMCA designated agent. Specific trademark infringement reporting instructions also are provided at http://help.instagram.com/contact/372592039493026 . An online form now is available and is the sole means made available for such reporting.
Applications (“Platform Policies”)	Instagram app is free in the Apple App Store and Google Play store. http://instagram.com/about/faq/# See also API developer page: http://instagram.com/about/legal/terms/api/#
IP Claims Respecting Applications	See above.
Links to Other Take Down Policies (Defamation, etc.)	http://instagram.com/about/legal/terms/# Eff. Jan. 19, 2013, these provisions apply to non-intellectual property violations, but termination of an account is in Instagram’s sole discretion: “6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national

	<p>identity numbers, non-public phone numbers or non-public email addresses.</p> <p>.....</p> <p>17. Violation of these Terms of Use may, in Instagram’s sole discretion, result in termination of your Instagram account. You understand and agree that Instagram cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for Instagram, we can stop providing all or part of the Service to you.”</p>
Links to Advertising and Promotion Guidelines	n/a. Only reference is to advertising in API developer rules at http://instagram.com/about/legal/terms/api/#
Link to User Name Registration Policy	<p>Username policies at: http://instagram.com/about/legal/terms/#:</p> <p>“<u>Basic Terms</u>”:</p> <p>“3. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your ... username....”</p> <p>“8. You are solely responsible for ... any usernames... that you submit, post or display on or via the Service.”</p> <p>“12. You must not use domain names or web URLs in your username without prior written consent from Instagram.”</p> <p>“<u>General Conditions</u>”:</p> <p>“5. We reserve the right to force forfeiture of any username for any reason.”</p>
Link to User Options/Page Creation, Etc.	n/a
Link to Site Privacy Policy	http://instagram.com/about/legal/privacy/# [Eff. Jan. 19, 2013]

Other Contact Information	See http://help.instagram.com/ and http://instagram.com/press/# (press inquiries via email link to press@instagram.com) To report violations of Community Guidelines: http://help.instagram.com/contact/383679321740945 Also under Privacy Policy at http://instagram.com/legal/privacy/#section9 ["How To Contact Us"]
Date chart updated	December 2013