

Yeshiva University, Cardozo School of Law

LARC @ Cardozo Law

AEIJ Blog

Journal Blogs

2-9-2015

That Facebook Hoax Explained

Amy Delauter

Cardozo Arts & Entertainment Law Journal

Follow this and additional works at: <https://larc.cardozo.yu.edu/aelj-blog>



Part of the [Law Commons](#)

Recommended Citation

Delauter, Amy, "That Facebook Hoax Explained" (2015). *AEIJ Blog*. 58.

<https://larc.cardozo.yu.edu/aelj-blog/58>

This Article is brought to you for free and open access by the Journal Blogs at LARC @ Cardozo Law. It has been accepted for inclusion in AEIJ Blog by an authorized administrator of LARC @ Cardozo Law. For more information, please contact christine.george@yu.edu, ingrid.mattson@yu.edu.

That Facebook Hoax Explained

BY [AMY DELAUTER](#) / ON FEBRUARY 9, 2015

"Better safe than sorry right. Channel 13 news was just talking about this change in Facebook's privacy policy. Better safe than sorry. As of January 3rd, 2015 at 11:43am Eastern standard time. I do not give Facebook or any entities associated with Facebook permission to use my pictures, information, or posts, both past and future. By this statement I give notice to Facebook it is strictly forbidden to disclose, copy, distribute or take any other action against me based on this profile is private and confidential information. The violation of privacy can be punished by law (UCC 1-308-11 308-103 and Rome statute). NOTE: Facebook is now a public entity. All members must post a not like this. If you prefer, you can copy and paste this version. If you do not publish this statement at least once it will be tactically allowing the use of your photos, as well as information contained in the profile status updates. DO NOT SHARE you MUST copy and paste to make this I will leave a comment so it will be easier to copy and paste!!"

Anyone who has a Facebook account has seen this status, or a similar status, time and time again. Even your smartest Facebook friends have taken it upon themselves to "protect" the information and photos they have posted online. While copyright and contract lawyers may laugh at the thought of falling for such a claim, these posts have become a reoccurring phenomenon since their origin in 2012. While it is unknown why the hoax began in the first place, the hoax does provide incite into Facebook users' fears and confusion over intellectual property and contractual rights. This is what has inspired me to write this article in order to explain the rights Facebook users obtain and the rights they sign away when they create an account.

The hoax's claims that Facebook owns the content that users' post are false. When the hoax first began in 2012, Facebook spokesman Andrew Noyes released a statement saying, "we have noticed some statements that suggest otherwise and we wanted to take a moment to remind you of the facts — when you post things like photos to Facebook, we do not own them. Under our terms (<https://www.facebook.com/legal/terms>), you grant Facebook permission to use, distribute, and share the things you post, subject to the terms and applicable privacy settings." In fact, Facebook's Statement of Rights and Responsibility explicitly states that users own all the content they post on Facebook, and this content can be controlled through privacy settings. There is no ambiguity as to who owns content on a Facebook user's profile. Anyone who has an account owns and controls the information that they post. There is no need for Facebook users to create statuses claiming their intellectual property rights, because copyright law already protects them.

However, Facebook does have an automatic license to users' posts, subject to the users' privacy settings. Facebook's legal terms read, "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." The terms also state that users can revoke Facebook's license by deleting the content, although it may continue to remain somewhere on the internet for a reasonable period of time.

What these terms mean is that whatever users post and make "public" under their settings in fair game for Facebook to use and license. Facebook also has the right to license content anyway that it sees fit or even transfer the license to third parties. Therefore, users shouldn't post a new poem they wrote or a funny video of their friend and expect to get royalties.

In addition to Facebook, anything users post under "public" settings can be used by anyone, including but not limited to, that user's Facebook friends, those Facebook friends' Facebook friends, and anyone else who can access that user's profile. While users do have some rights under right of publicity law or copyright law, it will be a tougher lawsuit to win because users sign away royalty rights when they sign up for the account.

In easier terms, Facebook does not own users' content, but users have very limited rights to stop others from using the content. The practical difference is that users still remain in control of their content and can revoke Facebook's license by deleting the content. Users looking for more protection should keep content that they do not want shared under the "private" setting. By Facebook's terms, Facebook will not license anything under the private setting and users' Facebook friends will not be able to access the content. Otherwise, users' content is fair game to license. This should be common sense; almost anything posted on the Internet is fair game for anyone to use.

Users can revoke Facebook's license to content already publically posted by deleting the content. However, if users' content has already been "shared" with the users' friends, and those friends have not deleted it, then the content is most likely out of the users' control.

What users cannot do, however, is revoke Facebook's rights through an arbitrary Facebook status such as the one posted above. When users sign up for a Facebook account, they are entering into a contract. Users cannot just retroactively revoke terms of a contract or claim to be exempt from certain terms after they agreed to these terms when they signed up for the account. Users especially cannot change terms of a contract through a Facebook status because making claims through a status has no legal bearing. If users do not agree with Facebook's policies, the only way to avoid the policies is to delete their accounts, bilaterally negotiate a modified policy with Facebook (meaning they would have to call corporate and create a new contract), or users can lobby Facebook to change its policies.

The moral of the story is that users should always be cautious as to what they post online. While users do own and control the content they post on Facebook, anything that gets shared publically is fair game for Facebook, third parties, or anyone on the Internet to use. The right to use content is something that Facebook users sign away when they sign up for an account, and a Facebook status that has no legal bearing isn't going to protect them.

Citations

- <https://www.facebook.com/legal/terms>
- <http://www.snopes.com/computer/facebook/privacy.asp#m2uEBIq5sAlZmzEm.99>
- <http://www.usatoday.com/story/news/nation-now/2015/01/05/facebook-copyright-protection-scam/21288289/>
- <http://abcnews.go.com/Technology/facebook-copyright-hoax-viral/story?id=28002971>
- <http://www.cbsnews.com/news/facebook-privacy-hoax-making-the-rounds-again/>
- <http://www.forbes.com/sites/anthonykosner/2013/08/31/new-facebook-policies-sell-your-face-and-whatever-it-infers/>