



PETITIONER: RESPONDENT:	CASE NUMBER:
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3. b. (3) **Amount or property in dispute.** This petition involves a dispute over *(check and complete all that apply)*

- (a)  the following amount of money *(specify amount)*: \$ 75,000
- (b)  property *(if the dispute involves property, complete both of the following)*
  - (i) consisting of *(identify property in dispute)*:
  - (ii) having a value of *(specify value of property in dispute)*: \$

- (4)  **Venue.** This court is the proper court because *(check (a) or (b))*:
  - (a)  this is the court in the county in which the arbitration was held.
  - (b)  the arbitration was not held exclusively in any county of California, or was held outside of California, **and** *(check one or more of the following)*:
    - (i)  this is the court in the county where the agreement was made.
    - (ii)  this is the court in the county where the agreement is to be performed.
    - (iii)  the agreement does not specify a county where it is to be performed and was not made in any county in California, and the following party resides or has a place of business in this county *(name of party)*:
    - (iv)  the agreement does not specify a county where it is to be performed and was not made in any county in California, and no party to this action resides or has a place of business in California.

4. **Agreement to arbitrate.**

- a. **Date.** Petitioner and respondent entered into a written agreement on or about *(date)*:
- b.  **Attachment.** A copy of the agreement is submitted as Attachment 4(b) and incorporated herein by this reference.
- c. **Arbitration provision.** Paragraph \_\_\_\_\_ of the agreement provides for arbitration of disputes arising out of the agreement as follows *(either copy the arbitration provision in full or summarize the provision)*:  
see attached documents

5. **Dispute subject to arbitration.** A dispute arose between petitioner and respondent concerning the following matter covered by the agreement to arbitrate *(summarize the dispute)*:  
see attached documents

6. **Arbitrator.** The following person was duly selected or appointed as arbitrator *(name of each arbitrator)*:  
Thomas P. Hanrahan

7. **Arbitration hearing.** The arbitration hearing was conducted as follows *(complete both of the following)*:

- a. **Date** *(each date of arbitration)*: 06/05/2024  
10/29/2024
- b. **Location** *(city and state where arbitration was conducted)*:

8. **Arbitration award.**

- a. **Date of award.** The arbitration award was made on *(date)*: 07/30/2024
- b. **Terms of award.** The arbitration award *(check one or more of the following)*
  - (1)  requires  petitioner  respondent to pay the other party this amount: \$
  - (2)  requires neither party to pay the other anything.
  - (3)  is different as to different petitioners and respondents.
  - (4)  provides *(specify other terms or check item 8(c) and attach a copy of the award)*:  
dismissal

c.  **Attachment of Award.** A copy of the award is submitted as Attachment 8(c).

9. **Service of award.**

- a. The signed award or an accompanying document indicates that the award was served on petitioner on *(date)*: 07/30/2024
- b.  Petitioner alleges that a signed copy of the award was actually served on *(date)*: 10/29/2024

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**10. Petitioner requests that the court** *(check all that apply)*

- a.  **confirm the award, and enter judgment according to it.**
- b.  **correct the award and enter judgment according to the corrected award, as follows:**
  - (1) The award should be corrected because *(check all that apply)*
    - (a)  the amount of the award was not calculated correctly, or a person, thing, or property was not described correctly.
    - (b) the arbitrator exceeded his or her authority.
    - (c) the award is imperfect as a matter of form.
  - (2) The facts supporting the grounds for correcting the award alleged in item 10b(1) are as follows *(if additional space is required, check here  and submit facts on an attachment labeled 10b(2))*:  
see attached
  - (3) The award should be corrected as follows *(if additional space is required, check here  and describe requested correction on an attachment labeled 10b(3))*:  
see attached
- c.  **Vacate (cancel) the award.**
  - (1) The award should be vacated because *(check all that apply)*
    - (a)  the award was obtained by corruption, fraud, or other unfair means.
    - (b)  an arbitrator was corrupt.
    - (c)  the misconduct of a neutral arbitrator substantially prejudiced petitioner's rights.
    - (d)  the arbitrator exceeded his or her authority, and the award cannot be fairly corrected.
    - (e)  the arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.
    - (f)  an arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
    - (g)  an arbitrator should have disqualified himself or herself after petitioner made a demand to do so.
  - (2) The facts supporting the grounds for vacating the award alleged in item 10c(1) are as follows *(if additional space is required, check here  and submit facts on an attachment labeled 10c(2))*:  
see attached
  - (3) Petitioner  does  does not request a new arbitration hearing.
- d.  **Award petitioner interest** from *(date)*:
  - (1)  at the statutory rate.
  - (2)  at rate of \_\_\_\_\_% per year.
- e.  **Award petitioner costs of suit**
  - (1)  in the amount of: \$
  - (2)  according to proof.
- f.  **Award petitioner attorney fees incurred in this action** *(check only if attorney fees are recoverable in this action according to statute or the parties' agreement)*
  - (1)  in the amount of: \$
  - (2)  according to proof.
- g.  **Award petitioner the following other relief** *(describe relief requested; if additional space is required, check here  and describe relief on an attachment labeled 10g)*:  
Proceed in court on all claims

**11. Pages and attachments.** *Number of pages attached:* \_\_\_\_\_

Date: 10/29/2024

Dr. Susan Block  
 \_\_\_\_\_  
(TYPE OR PRINT NAME)

*Dr. Susan Block*  
 \_\_\_\_\_  
(SIGNATURE OF PETITIONER OR ATTORNEY)

(Alternative Dispute Resolution)

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION:

3 Background

4 This matter arises out of the removal of Petitioner’s personal Facebook profile and Instagram account  
5 from those META owned platforms<sup>1</sup> based on alleged Platform Policy violations related to sex  
6 educational content.

7 Petitioner is a world-renowned Sex Therapist and educator who graduated from Yale University  
8 *Magna Cum Laude* with a BA degree in Theater Studies and she has a PhD from the Institute for the  
9 Advanced Study of Human Sexuality (IASHS). She has been a practicing sex therapist since 1991. She  
10 is also a New York Times best-selling author, bonobo conservationist, host of several HBO specials and  
11 other highly rated programs, and a lecturer on relationships at the American Association of Sex Educators,  
12 Counselors and Therapists (AASECT). Petitioner’s *curriculum vitae* is attached as Exhibit 1.

13 Petitioner maintained both professional pages and a personal profile on Facebook, as well as an  
14 Instagram account. Her personal Facebook profile has been in use since 2008. Through her Facebook  
15 personal profile she maintains contact with her family, close friends, her fellow alumni from Yale and  
16 IASHS , AASECT colleagues and so on. For the past 15 years, Facebook was one of the main points of  
17 contact for these and other contacts. During a recent crisis – her husband had a stroke – her loss of her  
18 Facebook profile, and all the family-and-friend communications that go with that, was extremely  
19 damaging.

20 In Mid-May 2023 her personal profile was removed by Facebook and her account was removed by  
21 Instagram simultaneously, without warning, without an opportunity to remedy any issues and without any  
22 option to have it restored. The allegations falsely accused the Petitioner of being a “sex worker”.

23 Petitioner is not a sex worker; she is a therapist specializing in sex therapy.

24  
25  
26  
27 <sup>1</sup> META is the parent company of both Facebook and Instagram. The disputes complained of are between Dr. Susan  
28 Block and both Facebook and Instagram. As such for issues specific to Facebook or Instagram only, “Facebook”  
and “Instagram” shall be used in this motion. For issues encompassing both Facebook *and* Instagram, and/or META  
as the parent company of both, “Meta” is used in this motion.

1 **Contracts in Dispute**

2 Facebook and Instagram have very different terms and conditions regarding what is to be submitted to  
3 arbitration and what is to be submitted to the courts. Both were submitted to the same arbitration together  
4 and the award encompasses both without distinction, regardless of the differences in the two contracts  
5 (Terms and Conditions of Use). For the purposes of this motion Facebook’s and Instagram’s contracts  
6 will be addressed separately.

7 **Facebook Terms and Conditions Related to Disputes:**

8 Facebook maintains a contract containing its terms and conditions for the use of their platform. It is a  
9 contract of adhesion drafted by agents of Facebook. (A true and correct copy of the contract relied upon  
10 by Facebook is attached hereto as Exhibit 2). In brief, the Terms and Conditions provided by Facebook  
11 unequivocally state that any dispute **must be resolved in court**. There is no option for arbitration of  
12 disputes with Facebook by its users.

13 **Instagram Terms and Conditions Related to Disputes**

14 Instagram maintains a contract containing its terms and conditions for use of their platform. It is a  
15 contract of adhesion drafted by agents of Instagram. (A true and correct copy of the contract relied upon  
16 by Instagram is attached hereto as Exhibit 3). The Instagram contract on the other hand, provides for  
17 mandatory arbitration of disputes, except disputes regarding violations of platform policy, as well as the  
18 scope and arbitrability of issues – which are within the sole jurisdiction of the courts.

19 Petitioner submits that neither the removal of the Facebook profile, nor the Instagram account were  
20 subject to arbitration as both were precluded by their respective contracts.

21 **The Arbitration**

22 After her accounts with both Facebook and Instagram were taken down Petitioner, on the advice of  
23 her attorneys, sought arbitration to have her profiles restored.

24 During the course of the arbitration process, Meta, as the principal of both Facebook and Instagram,  
25 brought a motion to dismiss based on 47 USC 230 claiming the absolute right to not only remove any  
26 page – but also to deactivate any personal profile (like the Petitioner’s) –on their platforms with or  
27 without cause. That motion was granted and constitutes the sole basis for the final Arbitration Award.  
28 Petitioner was not permitted to argue the merits of her case whatsoever. No testimony was permitted, no

1 evidence accepted and no argument of the merits of the case was allowed. The matter was dismissed  
2 exclusively on the common law procedural grounds stemming from 47 USC 230. (A true and correct  
3 copy of the Arbitration Award is attached hereto as Exhibit 4.)

4 This motion follows.

5 **Requested Relief**

6 Petitioner brings this motion on the following grounds, both statutory and equitable, as well as  
7 common law principles:

- 8 1. The arbitrator exceeded his authority under the terms of the Dispute Resolution  
9 Clause in the Facebook terms and conditions, and the Arbitration clause in the  
10 Instagram terms and conditions;
- 11 2. Meta's awareness of 47 USC 230 in drafting the Instagram contract effectively made  
12 the contract unenforceable by providing what falsely appears to be a dispute  
13 resolution solution (Arbitration) which is surreptitiously, but automatically, pre-  
14 empted by federal law. This renders the dispute resolution clauses meaningless and  
15 the contract, itself, unconscionable, even rising to the level of fraud in the  
16 inducement on the part of Meta; and
- 17 3. The arbitrator exhibited bias in favor of Meta and coached Meta's counsel on how to  
18 proceed to obtain a favorable award (dismissal) thus creating an irregularity in the  
19 proceedings which must not be permitted.

20 **The Arbitration Award Should be Vacated in its Entirety**

21 Based on the arguments below, the arbitration should never have gone forward because the arbitration  
22 clause precluded the arbitrator from ruling on the issues submitted. The arbitrator should have  
23 immediately advised the parties that he was without authority under the terms of the contracts including  
24 the hearing and ruling on Respondent's motion to dismiss. This is absolute and there can be no question  
25 of the arbitrator's lack of authority regarding Facebook. Petitioner submits that the arbitrator had no  
26 authority regarding the questions related to Instagram either.

27 As such, the Arbitration Award must be vacated for lack of jurisdiction.

28 **If the Court will not Vacate the Award, Then It Should be Corrected**

Alternatively, if the court is inclined to confirm the Award (dismissal), then Petitioner submits that  
Facebook must be excluded from the award (dismissal) based on the lack of authority for arbitration in  
the contract (terms and conditions).

Furthermore, if the court does not believe that the award should be vacated, or that all references to  
Facebook should be deleted, and is inclined to uphold the dismissal, Petitioner then requests that any

1 allegations referenced in the award allegedly leading to Facebook removing the profile, should be deleted  
2 from the Award and the award should speak only to the issue of the dismissal under 42 USC 230. This is  
3 requested to avoid the inference that the allegations were found to have merit when in fact they were  
4 never considered. Because there is no ruling upon those allegations, there is no need for them to be  
5 recited in the award.

6 The same holds true for Instagram based on the language of the contract (terms and conditions). This  
7 request is based on the fact that the arbitrator was without authority to consider the allegations of Platform  
8 Policy violations on Instagram at all, yet discusses them at length in the award, giving the reader the  
9 impression that the arbitrator was making findings of fact confirming the allegations. If the sole basis of  
10 the award is 47 USC 230, then no reference to the allegations is required. The Award should simply state  
11 “Based on the provisions of 47 USC 230, the matter is dismissed.”

12 Petitioner requests that if the Award is not vacated entirely, it be corrected to reflect the foregoing and  
13 avoid any confusion for the reader.

#### 14 **Principals Of Contract Law Related To Arbitration Relevant To This Case**

##### 15 **a. Treatment of Contracts of Adhesion.**

16 A contract of adhesion is one that, imposed and drafted by the party of superior bargaining strength,  
17 relegates to the subscribing party only the opportunity to adhere to the contract or reject it [*Wisdom v.*  
18 *AccentCare, Inc.* (2012) 202 Cal. App. 4th 591, 597, 136 Cal. Rptr. 3d 188].

19 Adhesive contracts are oppressive. An agreement is procedurally unconscionable if there was  
20 oppression or surprise due to unequal bargaining power [*Wisdom v. AccentCare, Inc.* (2012) 202 Cal. App.  
21 4th 591, 597, 136 Cal. Rptr. 3d 188]

22 A determination that a contract is an adhesion contract is the beginning and not the end of the  
23 analysis. Enforceability depends on whether the terms of which the adherent was unaware are beyond the  
24 reasonable expectations of an ordinary person or unconscionable [*Fittante v. Palm Springs Motors, Inc.*  
25 (2003) 105 Cal. App. 4th 708, 715, 733–734, 129 Cal. Rptr. 2d 659; *Coon v. Nicola* (1993) 17 Cal. App.  
26 4th 1225, 1234, 21 Cal. Rptr. 2d 846].

27 **When ordinary principles of contract interpretation do not resolve an ambiguity, the contract**  
28 **language should be construed against the party that drafted the language. (Civ. Code, § 1654.) This**

1 rule applies with special force to contracts of adhesion. (*Neal v. State Farm Ins. Co.* (1961) 188  
2 Cal.App.2d 690, 695; *Badie v. Bank of America, supra*, 67 Cal.App.4th 779, 803.)

3 Here, Meta’s lawyers (assumably) drafted the terms and conditions for both Facebook and  
4 Instagram users. Both are contracts of adhesion in the purest form. Each of the contracts contains  
5 language excluding from arbitration the core issues submitted to the arbitrator. It was therefore  
6 beyond the power of the arbitrator to rule on those issues and, that being the case, the matters  
7 never should have gone through arbitration. The arbitrator should have, instead, noted that he was  
8 without any power to resolve the disputes and advised the parties to proceed in court. It is patently  
9 illogical to proceed with arbitration on issues that cannot be resolved there based on the contractual  
10 language drafted by Meta’s legal advisors. It was a dog and pony show with an illusory purpose  
11 and an unachievable goal.

12 b. In addition to the fact that the arbitration was only the façade of a proceeding, the questions of the  
13 scope of the arbitration and the arbitrability of the matter were also contractually excluded from  
14 the arbitrator’s authority.

15 Generally, the court determines whether there is an agreement between the parties to arbitrate and  
16 whether the agreement covers the dispute at issue [*Howsam v. Dean Witter Reynolds, Inc.* (2002) 537 U.S.  
17 79, 83–86, 123 S. Ct. 588, 154 L. Ed. 2d 491; *First Options of Chicago, Inc. v. Kaplan* (1995) 514 U.S.  
18 938, 943–944, 115 S. Ct. 1920, 131 L. Ed. 2d 985 (under Federal Arbitration Act, court has primary  
19 power to decide arbitrability of dispute unless there is clear and unmistakable evidence that parties agreed  
20 for arbitrator to decide arbitrability).

21 In the present case, the Facebook contract clearly excludes any of the disputes from being  
22 submitted to arbitration (Facebook’s terms and conditions); and, as to Instagram, the issues of Platform  
23 Policy violations and the scope of the arbitration and arbitrability of issues were specifically excluded and  
24 required to be submitted to the court.

25 Even if the court believes there is ambiguity in either of the two contracts as to arbitrability, the  
26 resolution lies with the courts, not the arbitrator. *Hartley v. Superior Ct.* (2011) 196 Cal. App. 4th 1249,  
27 1258, 1259, 1261 (when agreement is ambiguous, the court and not the arbitrator should decide  
28 arbitrability); *Omar v. Ralphs Grocery Co.* (2004) 118 Cal. App. 4th 955, 961, 965, 13 Cal. Rptr. 3d 562].





1 **There is no provision for arbitration of any kind in the Facebook Terms and Conditions.**

2 **The arbitrator was therefore *without authority* to hear the matter or to make any kind of award as**  
3 **to any matters concerning Facebook, including the motion to dismiss under federal law .**

4 Rather than waiting for the award to be confirmed as a judgment with the court and then seeking  
5 to set it aside on Code of Civil Procedure 473 grounds (mistake, inadvertence, surprise, excusable neglect,  
6 or an attorney affidavit of fault) Petitioner now moves to vacate the award.

7 Given that an agreement to arbitrate is a contract, an arbitrator may consider only those disputes  
8 that are covered by the arbitration agreement. An arbitration award may be vacated if the arbitrator has  
9 exceeded his or her power [ Code Civ. Proc. § 1286.2(a)(4)].

10 Facebook's dispute resolution clause in their contract makes it absolutely clear that no issues  
11 could be properly submitted to arbitration and, thus, the arbitrator had no authority to do **anything** related  
12 to the claims involving Facebook.

13 Where the arbitrator exceeds their powers, the proper remedy is to vacate the award.

14 Code of Civil Procedure 1286.2(a)(4) states in pertinent part:

15 (a) Subject to [Section 1286.4](#), the court shall vacate the award if the  
16 court determines any of the following:

17 (1) ...

18 (4) The arbitrators exceeded their powers and the award cannot be  
19 corrected without affecting the merits of the decision upon the  
20 controversy submitted.

21 Code of Civil Procedure 1286.2(a)(4)

22 An arbitration award that decides a non-arbitrable issue exceeds the authority, such as where an  
23 arbitrator decides an issue not within the arbitrator's subject-matter jurisdiction. [*Cobler v. Stanley,*  
24 *Barber, Southard, Brown & Associates* (1990) 217 Cal. App. 3d 518, 532–533, 265 Cal. Rptr. 868]

25 Here, arbitration was not authorized for any purpose, so any and all decisions, findings, rulings on  
26 motions and the final Arbitration Award are all beyond the arbitrator's power as delineated by the  
27 contract. As such, everything done by the arbitrator is void.

28 The Court of Appeal has ruled to the effect that a contract or arbitration agreement may restrict  
remedies available to the arbitrator [*see, e.g., Bonshire v. Thompson* (1997) 52 Cal. App. 4th 803, 812, 60  
Cal. Rptr. 2d 716].

1 The contract here is clear as to Facebook that the arbitrator had no authority under the contract.  
2 The Power of court under Code Civ. Proc. § 1286.2(d) [*see now* Code Civ. Proc. §1286.2(a)(4)] to  
3 vacate award in excess of arbitrator’s powers when award cannot be corrected without affecting merits is  
4 found in *Department of Public Health v. Service Employees Internat. Union* (1989) 215 Cal. App. 3d 429,  
5 434, 263 Cal. Rptr. 711; *San Luis Obispo Bay Properties, Inc. v. Pacific Gas & Elec. Co.* (1972) 28 Cal.  
6 App. 3d 556, 564, 104 Cal. Rptr. 733

7 Award to be vacated when arbitrators exceed express limitations of submission agreement.  
8 *William B. Logan & Associates v. Monogram Precision Industries* (1960) 184 Cal. App. 2d 12, 17, 7 Cal.  
9 Rptr. 212; If the parties desire any limitations on these [the arbitrator’s’] broad powers, they must  
10 explicitly and unambiguously spell them out in the agreement [*Advanced Micro Devices, Inc. v. Intel*  
11 *Corp.* (1994) 9 Cal. 4th 362, 383, 36 Cal. Rptr. 2d 581, 885 P.2d 994]. For discussion of the specificity  
12 required to constrain an arbitrator to rule in conformity with applicable law [*Cable Connection, Inc. v.*  
13 *DirecTV, Inc.* (2008) 44 Cal. 4th 1334, 82 Cal. Rptr. 3d 229, 190 P.3d 586]

14 If the arbitrators exceed their powers and the award cannot be corrected without affecting the  
15 merits of the decision on the controversy submitted, their award may be vacated on that ground [*see*  
16 Code Civ. Proc. § 1286.2(a)(4)].

17 Even if the parties argue the issue of arbitrability to the arbitrator, the issue is subject to  
18 independent review by the courts [*First Options of Chicago, Inc. v. Kaplan* (1995) 514 U.S. 938, 115 S.  
19 Ct. 1920, 131 L. Ed. 2d 985, 995].

20 Facebook’s contract of adhesion for its users clearly states that all issues “**shall be resolved**  
21 **exclusively in the U.S. District Court for the Northern District of California or a state court located**  
22 **in San Mateo County”**. (emphasis added) If the court can fathom any ambiguity in that language it must  
23 be resolved in favor of Petitioner and the arbitration never should have taken place. Any award made,  
24 including the dismissal of Petitioner’s claims, was within the sole jurisdiction of the courts and the award  
25 must be vacated as to Facebook.

26 The law is well settled on this issue. The contract clearly and with no ambiguity states that all  
27 disputes must be submitted to the court, no matter what. The parties have the right to decide and agree by  
28 contract how disputes are to be resolved and what matters, if any, are to be submitted to arbitration. Here,

1 arbitration was not an option. The correct resolution is vacating the Award and permitting the parties to  
2 proceed in court as delineated in the contract.

3 **Instagram Discussion:**

4 Instagram maintains a contract containing its terms and conditions for use of their platform. It is  
5 a contract of adhesion drafted by agents of Instagram. (A true and correct copy of the contract relied upon  
6 by Instagram is attached hereto as Exhibit 3). That contract provides for contractual arbitration of  
7 disputes between users and Instagram. However, the contract specifically provides that issues of Platform  
8 Policy violations and the scope of arbitration are excluded from arbitration and left to the courts to decide.

9 The following is verbatim text of the Instagram dispute resolution terms and conditions:

10 **“The following claims don't have to be arbitrated** and may be brought  
11 in court: disputes related to intellectual property (like copyrights and  
12 trademarks), **violations of our Platform Policy**, or efforts to interfere  
13 with the Service or engage with the Service in unauthorized ways (for  
14 example, automated ways). In addition, **issues relating to the scope and  
enforceability of the arbitration provision are for a court to decide.”**

15 Instagram’s Operative Terms and Conditions, Page 8

16 **Arbitrability of Scope of Agreement**

17 **[a] Agreements Specifying Who Determines Arbitrability**

18 Parties to an arbitration contract must clearly and unmistakably agree that the arbitrator will have  
19 power to decide his or her own jurisdiction [*Greenspan v. LADT, LLC* (2010) 185 Cal. App. 4th 1413,  
20 1439, 1440, 111 Cal. Rptr. 3d 468; *Gilbert Street Developers, LLC v. La Quinta Homes, LLC* (2009) 174  
21 Cal. App. 4th 1185, 1190, 94 Cal. Rptr. 3d 918; *accord Momot v. Mastro (9th Cir. 2011) 652 F.3d 982,*  
22 **988** (agreement subject to Federal Arbitration Act clearly assigned issue of arbitrability to arbitrator)].

23 Otherwise, the question of whether the arbitrator has jurisdiction is for a court [*Gilbert Street Developers,*  
24 *LLC v. La Quinta Homes, LLC* (2009) 174 Cal. App. 4th 1185, 1190, 94 Cal. Rptr. 3d 918].

25 Only a clear expression to exclude a claim from arbitration can prevail [*East San Bernardino*  
26 *County Water Dist. v. City of San Bernardino* (1973) 33 Cal. App. 3d 942, 953, 109 Cal. Rptr. 510].

27 Hence, it is of the utmost importance that the parties clearly delineate the scope of arbitration in their  
28 agreement. Specific issues that are not intended to be decided by the arbitrators, but rather are reserved

1 for judicial determination, should be clearly and expressly excluded in the agreement [see *Unimart v.*  
2 *Superior Court* (1969) 1 Cal. App. 3d 1039, 1045, 82 Cal. Rptr. 249]

3 That is exactly what the contract here does. It specifically states that the scope of the arbitration  
4 does not include issues related to platform policy violations, the scope of the arbitration or the  
5 arbitrability of the issues before the arbitrator.

6 When the parties have a contract that provides for arbitration of some issues, that a particular  
7 issue falls outside the scope of the provision calling for arbitration of arbitrability must be shown by clear  
8 evidence [*Greenspan v. LADT, LLC* (2010) 185 Cal. App. 4th 1413, 1440, 111 Cal. Rptr. 3d 468].

9 Petitioner sees no ambiguity in the language of the Instagram contract. It states in plain English  
10 that “violations of Platform Policy” and the “scope and arbitrability” of the issues submitted fall within  
11 the purview of the courts.

12 Alleged Platform Policy violations are the reason Petitioner’s Instagram account was removed  
13 from active use. That was the primary issue being submitted to the arbitrator and it was outside his  
14 authority to consider or to issue any decision regarding the allegations. Likewise, the consideration of  
15 the Motion to Dismiss brought by Meta is an issue directed to the scope and arbitrability of the issues  
16 being submitted and, therefore, is beyond the arbitrator’s authority to consider or rule upon.

17 Again, if the court feels there is any ambiguity in the language drafted by Instagram’s legal  
18 advisors, it must be resolved in favor of Petitioner and against Instagram (Meta).

19 Based on the foregoing, the award as to Instagram must be vacated for lack of jurisdiction for the  
20 arbitrator to address or correct to remove the offensive and potentially misleading language it contains.

21 2. Meta’s awareness of 47 USC 230 in drafting the Instagram contract effectively made the  
22 contract unenforceable by its very language, in one section, saying that arbitration is required to  
23 settle disputes, and in another section saying arbitration isn’t even allowed and issues must be  
24 submitted to the court. This has the effect of rendering the contract unconscionable, and rises to  
25 the level of fraud in the inducement of the contract on the part of Instagram.

26 Meta/Instagram were well aware that the terms of 47 USC 230 would give them the opportunity  
27 to dismiss any arbitration proceeding against them such as the one in the case before this court. This  
28 operates as a fail-safe absolute defense against anyone implementing the arbitration clause in the contract.  
Instagram knows it is completely insulated against any such proceeding, yet offers it to users anyway.  
The arbitration clause is no more than a façade behind which Instagram can hide, only bringing out the

1 death knell motion to dismiss if someone actually dares to challenge them in arbitration. The benefit of  
2 the seemingly fair arbitration clause to the party adhered to the contract is non-existent.

3 This is more than just an example of the law ultimately favoring one side of a contract in dispute.  
4 Instagram, as a subsidiary of Meta, had full knowledge of the ineffectiveness of the arbitration clause  
5 when they drafted the terms and conditions because they, themselves have either previously litigated this  
6 very issue, or have been instrumental in, or parties to, litigation which actually set this precedent.  
7 Whether analyzed from the standpoint of an adhesion contract with a provision that is unfair or outside  
8 the reasonable expectations of the weaker party or from the *A & M Produce* components of  
9 unconscionability, the determination regarding enforceability should reach the same result [*Patterson v.*  
10 *ITT Consumer Financial Corp.* (1993) 14 Cal. App. 4th 1659, 1663–1664, 1666–1667, 18 Cal. Rptr. 2d  
11 563, *cert. denied*, 510 U.S. 1176 (1994)].

12 Fraud in the inducement of the contract:

13 Three types of fraud may be identified for purposes of analyzing when fraud is subject to  
14 arbitration:

- 15 • Fraud in the making of the arbitration clause itself.
- 16 • Fraud in the inception (or execution) of the contract (party never intended to enter any  
17 contract).
- 18 • Fraud in the inducement of the contract as a whole (party intended to contract, but would not  
19 have done so but for other party’s misrepresentations).

20 The arbitration clause may be avoided when there is fraud in the inception or execution, that is,  
21 when the plaintiff had no intention to agree to arbitrate because the plaintiff had no intention of entering  
22 into any kind of contractual agreement at all. Arbitration may also be avoided when there is fraud in the  
23 making of the arbitration clause itself, for example, by actively concealing its existence or  
24 misrepresenting its meaning or value. [*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.  
25 4th 394, 419, 58 Cal. Rptr. 2d 875, 926 P.2d 1061; *Duffens v. Valenti* (2008) 161 Cal. App. 4th 434, 448,  
26 74 Cal. Rptr. 3d 311; *Larian v. Larian* (2004) 123 Cal. App. 4th 751, 761–762, 19 Cal. Rptr. 3d 916; *see*  
27 *Ericksen, Arbuthnot, McCarthy, Kearney & Walsh, Inc. v. 100 Oak Street* (1983) 35 Cal. 3d 312, 323, 197

1 Cal. Rptr. 581, 673 P.2d 251; *Hayes Children Leasing Co. v. NCR Corp.* (1995) 37 Cal. App. 4th 775,  
2 783–785, 43 Cal. Rptr. 2d 650

3 Here, while the contract offered the opportunity to arbitrate disputes, the outcome of the disputes  
4 under 47 USC 230 will *always* be in favor of Instagram. As such, the arbitration clause has no real effect  
5 and is completely meaningless and of no value to a complainant. Instagram is fully aware of the fact that  
6 the arbitration clause has no teeth and that all they have to do is file a motion to dismiss and their troubles  
7 all fade. They were aware of that when it was written. That is fraud in the inducement.

8 The bottom line is that for fraud to invalidate an arbitration clause, the fraud must specifically and  
9 unquestionably infect the agreement to arbitrate such that it nullifies the apparent consent to that  
10 agreement [*Hayes Children Leasing Co. v. NCR Corp.* (1995) 37 Cal. App. 4th 775, 785, 43 Cal. Rptr. 2d  
11 650; *Brown v. Wells Fargo Bank* (2008) 168 Cal. App. 4th 938, 958, 85 Cal. Rptr. 3d 817

12 A similar misrepresentation has occurred here. Nowhere in the agreement, and at no time, did  
13 Instagram indicate the fact that the law under 47 USC 230 as interpreted and applied **nullified** any  
14 attempt to arbitrate issues related to the content of individual accounts. In effect an offer to resolve  
15 disputes was made by Instagram with the full advance knowledge that any such attempt would be futile.  
16 This is tantamount to selling someone the antidote to the poison you just gave them, knowing full well the  
17 antidote won't work.

18 The California Supreme Court has analyzed a party's claim of being fraudulently induced to enter  
19 an arbitration agreement as a claim of promissory fraud, that is, a promise made without the intention to  
20 perform [*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal. 4th 951, 973, 64 Cal. Rptr. 2d 843,  
21 938 P.2d 903].

22 The elements of fraud in the inducement are as follows [*Engalla v. Permanente Medical Group,*  
23 *Inc.* (1997) 15 Cal. 4th 951, 974, 64 Cal. Rptr. 2d 843, 938 P.2d 903]:

- 24 • Misrepresentation (false representation, concealment, or nondisclosure).
- 25 • Knowledge of falsity (“scienter”).
- 26 • Intent to defraud (that is, to induce reliance).
- 27 • Justifiable reliance.
- 28 • Resulting damage.

1                   **[b] Misrepresentation, Knowledge of Falsity, and Intent to Induce Reliance**

2                   In *Engalla*, the Court found evidence sufficient to remand to the trial court for a determination of  
3 whether fraud barred a petitioner’s attempt to compel arbitration. *Engalla* involved an arbitration clause,  
4 which was drafted by the petitioner (Kaiser) and provided for selection of party arbitrators within 30 days  
5 and of a neutral within 60 days, with arbitration to be held within a reasonable time thereafter. The Court  
6 found evidence of misrepresentation ... that showed that only one percent of the cases followed the time  
7 table for appointing arbitrators and that the average time was nearly two years after the demand. Given  
8 the pervasiveness of the delays and the fact that it is the defense that often benefits from delays... the  
9 Court concluded that it would be reasonable to infer that Kaiser’s representations of expedition were  
10 made with knowledge of their likely falsity and concealed an unofficial policy or practice of delay  
11 [*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal. 4th 951, 974–975, 64 Cal. Rptr. 2d 843, 938  
12 P.2d 903].

13                   In the case at bar, Meta, primarily through Facebook, has been at the very center of the question  
14 of revising and applying Section 230. In 2021 the issue was before congress, with Facebook being the  
15 main focus of discussion because they are the largest social media platform. The issue continues to this  
16 day with Democrats and Republicans all wanting reform. It presently reads, in pertinent part, as follows:

17                   “(2) No provider or user of an interactive computer service shall be held  
18 liable on account of :

19                   (A) any action voluntarily taken in good faith to restrict access to or  
20 availability of material that the provider or user considers to be obscene,  
21 lewd, lascivious, filthy, excessively violent, harassing, or otherwise  
22 objectionable, whether or not such material is constitutionally protected.  
23 Or

24                   (B) any action taken to enable or make available to information content  
25 providers or others the technical means to restrict access to material described  
26 in paragraph (1)”  
27 47 USC 230(c)(2)

28                   **[c] Justifiable Reliance**

                  Actual reliance occurs when a misrepresentation is an immediate cause of a party’s conduct,  
which alters his or her legal relations if, absent the representation, the party, in all reasonable probability,  
would not have entered into the contract or other transaction. [*Engalla v. Permanente Medical Group, Inc.*  
(1997) 15 Cal. 4th 951, 976–977, 64 Cal. Rptr. 2d 843, 938 P.2d 903].

1 Reliance may be inferred from a showing that the misrepresentation was material, that is, that a  
2 reasonable person would attach importance to its existence or nonexistence in determining his or her  
3 choice of action in the transaction in question [*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.  
4 4th 951, 977, 64 Cal. Rptr. 2d 843, 938 P.2d 903].

5 Here, Dr. Block relied upon the arbitration provisions of the contract because she believed them  
6 to be genuine in light of the fact that Instagram has millions of other users who are parties to the same  
7 contract.

8 **[d] Resulting Damage**

9 A defrauded party need not show pecuniary damage to defeat a petition to compel arbitration.  
10 [*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal. 4th 951, 979, 64 Cal. Rptr. 2d 843, 938 P.2d  
11 903].

12 As a direct and proximate result of the fraud in the inducement described above, Dr. Block was  
13 denied her day in court (arbitration) and never had the opportunity to argue her position.

14 3. The arbitrator exhibited bias in favor of Meta and coached Meta’s counsel on how to proceed  
15 to obtain a favorable award (dismissal) thus creating an irregularity in the proceedings which  
must not be permitted.

16 During the pre-arbitration proceedings there were discussions, as are set forth in the  
17 accompanying declaration of Dr. Susan Block, during which it appeared the arbitrator was improperly  
18 leading Meta’s counsel in the direction of filing a motion to dismiss under 42 USC 230. It is the moving  
19 party’s contention that this was an improper giving of legal advice by the trier of fact.

20 Arbitrators serve as impartial third parties who are required to avoid even the appearance of  
21 impropriety or favoritism toward one party or the other. This is the same standard as Judges are required  
22 to live up to. In a formal opinion from the California Supreme Court in 2021 the court held:

23 “...judicial officers must be cautious to avoid coaching by suggesting  
24 tactics or strategies that favor a particular side in litigation or by  
providing legal advice.”

25 CJEO Formal Opinion 2021-018, Providing Feedback on Attorney  
26 Courtroom Performance, Cal. Supreme Ct., Com. Jud. Ethics Opns.,  
pp. 2, 10-12

27 A party, such as a company, that repeatedly appears before the same group of arbitrators, has a  
28 distinct advantage over the individual employee or consumer. This “repeat player effect” comes into play



1 when an arbitration agreement requires the arbitrator to be from a specific dispute resolution organization  
2 before which the stronger (usually drafting) party appears frequently. Although this “repeat player effect”  
3 has never been held sufficient by itself to render an arbitration agreement unconscionable, it is a factor to  
4 be considered in determining substantive unconscionability because it deprives the weaker party of the  
5 chance to participate in the selection of the arbitrator [*Mercuro v. Superior Court (Countrywide Securities*  
6 *Corp.)* (2002) 96 Cal. App. 4th 167, 176–178, 116 Cal. Rptr. 2d 671].

7 Given that Meta has written their choice of arbitration conductors (AAA) into the Instagram  
8 contract, they automatically gain an advantage over their opponents. While this alone is insufficient to  
9 allege unconscionability of the contract, when it is coupled with the fact that during the proceedings the  
10 arbitrator appeared to be coaching and guiding Meta’s counsel to proceed with the Section 230 motion to  
11 dismiss, which motion he then granted, the unconscionability of the contract becomes more devastating to  
12 the injured party. This is not the act of a truly “neutral” and “impartial” third party arbitrator.

13 Where the trier of fact does not exhibit neutrality, an Arbitration award may be set aside and/or  
14 vacated. Code of Civil Procedure 1281.6(3). As such, the Arbitration Award should be set aside.

15 **III. CONCLUSION:**

16 Based upon the foregoing legal arguments the moving party submits the following:

- 17 1. This arbitration should never have gone forward. The Arbitrator should have realized and  
18 advised the parties that based on the terms of the two contracts and the facts before him, he had no  
19 authority to act and that the matter should have proceeded in the courts. Therefore the Award must be  
20 vacated and the matters must proceed in the courts;
- 21 2. That the contract of adhesion with Instagram is unconscionable and constitutes fraud in the  
22 inducement of the contract insofar as Instagram knew when the contract was drafted that it would be  
23 completely unenforceable based on the language in 47 USC 230 and as such the contract is unenforceable  
24 and the Award must be set aside; and
- 25 3. The Arbitrator created an irregularity in the proceedings by coaching Instagram’s attorneys to file  
26 their motion to dismiss and as such the Award must be set aside.

27 Dated: 10-30-24

Dr. Susan Block  
DR. SUSAN BLOCK, IN PRO PER

1 **DECLARATION OF DR. SUSAN BLOCK**

2 **I, DR. SUSAN BLOCK, DECLARE AS FOLLOWS:**

3 1. I am the moving party herein, am over the age of eighteen, and the following facts and  
4 information are within my personal knowledge, such that I could, if called upon to do so, testify  
5 competently thereto.

6 2. This declaration is offered in support of my motion to vacate the arbitration award  
7 (dismissal) in the matter of the arbitration of Dr. Susan Block v. Facebook, et al.

8 3. This matter arises out of the removal of my personal Facebook profile and  
9 Instagram account from those META owned platforms<sup>1</sup> based on alleged Platform Policy violations  
10 related to sex educational content.

11 4. I am a world-renowned sex therapist and educator and a graduate from Yale  
12 University *Magna Cum Laude* with a BA degree in Theater Studies, and I have a PhD from the  
13 Institute for the Advanced Study of Human Sexuality (IASHS). I have been a practicing sex therapist  
14 since 1991. I am also a New York Times best-selling author, bonobo conservationist, award-  
15 winning host of several HBO specials and other highly rated programs, and a lecturer on  
16 relationships at the American Association of Sex Educators, Counselors and Therapists (AASECT)  
17 and at many colleges and universities. My *curriculum vitae* is attached as Exhibit 1 and is  
18 incorporated herein by reference.

19 5. I maintained both professional pages and a personal profile on Facebook, as  
20 well as an Instagram account. My personal Facebook profile has been in use since 2008. Through  
21 my Facebook personal profile, I maintain contact with my family, close friends, my fellow alumni  
22 from Yale and IASHS , AASECT colleagues and so on. For the past 15 years, Facebook was one of  
23 my main points of contact for these and other contacts. During a recent crisis – my husband had a  
24 stroke – my loss of my Facebook profile, and all the family-and-friend communications that go with  
25 that, was extremely damaging.

26 <sup>1</sup> META is the parent company of both Facebook and Instagram. The disputes complained of are between Dr.  
27 Susan Block and both Facebook and Instagram. As such for issues specific to Facebook or Instagram only,  
28 “Facebook” and “Instagram” shall be used throughout this motion. For issues encompassing both Facebook  
**and** Instagram, and/or META as the parent company of both, “Meta” is used in this motion.

1           6. In mid-May 2023 my personal profile was removed by Facebook and my account was  
2 removed by Instagram simultaneously, without warning, without an opportunity to remedy any  
3 issues and without any option to have them restored. Meta does not deny that the removal of the  
4 profiles was based entirely on a computer algorithm's interpretation of the profiles and admitted  
5 during the arbitration proceedings that it was not until those proceedings were initiated that any  
6 human being actually looked at my profiles. By then, they were more interested in saving face for  
7 their algorithm than analyzing the profiles from an objective standpoint. The algorithm's allegations  
8 falsely accused me of being a "sex worker". I am not now nor have I ever been a sex worker; I am a  
9 therapist specializing in sex therapy.

10           7. Following the removal of my profiles from Facebook and Instagram, I contacted an  
11 Attorney who advised me that they had significant experience dealing with these internet platforms  
12 and that they believed they could get my profiles reinstated with a phone call. Their attempts failed,  
13 and they then advised me that arbitration was the next necessary step in this process. I agreed, and  
14 they handled the procedure for requesting arbitration with Facebook and Instagram. The arbitration  
15 resulted in a dismissal without any hearing on the merits.

16           8. Following the issuance of the award (dismissal) and during the course of drafting this  
17 motion, I reviewed the Terms and Conditions for both Facebook and Instagram. As it turns out, the  
18 Facebook terms do not authorize arbitration under any circumstances, and the Instagram Terms,  
19 while they do require arbitration for certain disputes, specifically exclude issues related to 1)  
20 platform policy violations; 2) the scope of arbitration; and 3) the arbitrability of issues presented.  
21 All of those matters are required to be litigated in court. As such, the arbitration should not have  
22 gone forward as the arbitrator had no authority to act on the issues presented and the entire  
23 process would be moot. Nevertheless, because I was unaware of those facts, the arbitration did go  
24 forward as described above and the matter was dismissed without my being permitted to present a  
25 defense or rebut the allegations at all. Based on the non-arbitrability of the issues being presented,  
26 I am requesting that the court vacate the Arbitration Award in its entirety and permit me to file a  
27 complaint with the court on those issues, including a request for a jury trial.

28           9. The terms and conditions written by Facebook and Instagram leave the user no option

1 but to accept them as a contractual agreement without the right to negotiate any of the terms  
2 therein. They constitute “contracts of adhesion” and should be treated as such. I submit that the  
3 arbitration clause in the Instagram contract is unconscionable as is set forth in the accompanying  
4 memorandum of points and authorities. I request the award be vacated on that ground in addition  
5 to the others set forth herein.

6 10. During pre-arbitration hearings, the arbitrator indicated to the lawyers for Meta that a  
7 motion to dismiss under 47 USC 230 would likely be successful. Thereafter Meta filed such a  
8 motion, and at the time of the arbitration the motion was considered and granted, without me  
9 having any opportunity to rebut the allegations. I submit that this created an irregularity in the  
10 proceedings, and it evidences bias by the arbitrator, and I am requesting that the court vacate the  
11 award on that basis in addition to the others requested herein.

12 11. The arbitrator issued an award of dismissal, and the award lays out all of the details of  
13 Meta’s allegations against me without considering any defense I intended to offer. To the casual  
14 reader, it would appear that the allegations – which I was prepared to prove were false if I had been  
15 given a chance to speak - were found to be true. This has caused and continues to cause great and  
16 irreparable damage to my reputation, in addition to the damage and inconvenience I have suffered  
17 as a result of the loss of my accounts. As such, if the court will not vacate the award entirely, I am  
18 requesting that it be corrected as set forth in the accompanying memorandum of points and  
19 authorities.

20 12. I believe that my defense of the removal of my profiles has merit. I am the victim of an  
21 algorithm that identified certain “buzz” words on my profiles and incorrectly labeled me as being in  
22 violation of platform policies. Facebook and Instagram essentially just adopted the algorithm’s  
23 conclusion as gospel without a human being looking at it until I requested arbitration, and then it  
24 was the lawyers for Meta, who sought to ratify the algorithm to avoid a cascade of claims against  
25 the two platforms for relying solely on the algorithms to remove content from people’s profiles. An  
26 admission of the algorithm being wrong would result in just that, and the platforms would be  
27 inundated with lawsuits, class action suits and arbitrations based on their faulty algorithms.

1 Regardless of Meta trying to save face in relying on the algorithms, the fact of the matter is that the  
2 algorithms are, in fact, faulty.

3 My profiles were not involved in sex work or any other vulgar or illegal activity. However, they  
4 did contain references to sexuality as that is the focus of my practice as a professional therapist.  
5 An algorithm cannot distinguish between legitimate references to sexual discussion and illegal or  
6 offensive activity. Despite the 47 USC 230 law, platforms should at least be required to have a live  
7 human being review the matter before they remove the profile. Otherwise, we become the stuff  
8 of science fiction where humans are subordinate to machines. We must not allow our time-saving  
9 tools to control our lives or censor our speech with no human oversight. We must not let AI  
10 (“artificial ignorance”) banish us to debilitating social isolation, as I have been. We need to ensure  
11 that as long as we obey the rules (as I did), we have a voice and a place in what Meta CEO Mark  
12 Zuckerberg himself calls “the digital public commons.”

13 Meta has relied on their algorithms to determine what is, and what is not, vulgar and  
14 offensive, but those are subjective terms, based entirely on the individual’s belief system and  
15 personal emotions. An algorithm has neither. It simply seeks out specific words and phrases as  
16 programmed and categorizes them according to that programming. That is exactly what has  
17 happened here. My profiles, again, contained no illegal content. They were not excessively graphic,  
18 and I believe that most people, upon reviewing the content, would agree that my profiles should not  
19 have been removed, and that the allegations made by the algorithm(s) are incorrect, misleading,  
20 and, frankly, defamatory.

21 Putting this question in front of a jury of *human beings* may well have long-reaching effects  
22 on how humans and the increasingly intelligent machines we have created interact. No doubt one  
23 day those machines may well have the equivalent of human emotions and judgment. But today  
24 they do not, and we cannot permit them, at this time, to rule over our constitutional rights.

25 While Meta has the legal right to control content on its platforms, that control must not be  
26 left exclusively to an algorithm programmed into their system, because AI has made many errors in  
27 the past. There must be checks and balances. My day in court, presenting my defense to the  
28 algorithm’s conclusions, is just such a check and offers a reasonable, acceptable and absolutely

1 necessary balance between human being and machine on this sensitive issue of censorship. If we  
2 do not strike that balance now, the thought of what future publications might be censored, or not  
3 censored, is chilling. Indeed, leaving censorship to machines, affects political matters, social  
4 conflicts, health issues, and many other aspects of society. In the most extreme scenarios  
5 imaginable, that kind of control over free speech could literally lead to the destruction of human life  
6 on Earth based upon a computer's idea of what is or is not appropriate for publication.

7 For this reason, I believe it imperative for the questions presented here to be considered by  
8 a human jury, and that is my request.

9 13. Attached hereto as Exhibit 5, and incorporated by reference is Dr. Susan Block's  
10 Arbitration Brief.

11 14. Attached hereto, marked Exhibit 6 and by reference made a part hereof is a printout of  
12 the Powerpoint presentation I intended to use at arbitration during my testimony outlining my  
13 defense against the removal of my profiles.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing  
15 is true and correct and that this declaration is signed this 29th day of October, 2024 at Los Angeles,  
16 California

17 *Dr. Susan Block*

18 \_\_\_\_\_  
19 Susan Block, Ph.D., Declarant

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- Exhibit 1 -

Dr. Susan Block Curriculum Vitae

# SUSAN M. BLOCK, PH.D.

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PHONE (213) 670-0066 • E-MAIL DRSUSANBLOCK@GMAIL.COM

## EDUCATION

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### 1970-1973 **Harriton High School, Rosemont, Pennsylvania**

- Editor-in-Chief of Harriton Forum (campus newspaper), President of Philadelphia Model United Nations, Lead in High School Plays (*The Fantastiks*, *Annie Get Your Gun*, *Fumed Oak*), Captain of Debate Team, President of Anthropology and Archeology Club, Member of National Honor Society, Harriton Poetry Award, DAR Citizenship and History Award, Tri-State American History Achievement Award, Voted “Most Artistic” by High School Class of ’73.
- Internship with WCAU-TV Channel 10, Philadelphia

### 1973 -1977 **Yale University, New Haven, Connecticut**

*Bachelor of Arts with Distinction in Theater Studies, Magna Cum Laude*

- Yale Dramat, WYBC-FM, Yale Daily News, Yale Hillel Sunday School Teacher (undergrad)
- As Yale alumna: Guest lecturer at Yale sponsored by *Rumpus Magazine*, the Chai Society and Saybrook Master’s Teas, and consultant to Eric Rubenstein, founder of award-winning, biannual campus-wide event “Sex Week at Yale” in 2002. Speaker at Sex Week at Yale ’04, ’06, ’08 and ’10.
- Produced Yale projects, events and shows at Dr. Suzy’s Speakeasy in LA, including the Yale Annex at the Speakeasy (2004), *Whim ‘n’ Rhythm* (2006) and *Zorthian at Yale* (2005), and gave talks and interviews at Yale, including WYBC-FM (2017).

### 1984 -1987 **Pacific Western University, Los Angeles, California**

*Master of Arts in Philosophy with a Degree in Psychology*

- Master’s thesis on why and how men and women use personal ads to find relationships which became *Advertising for Love*, published by William Morrow, forecasting the modern explosion of personal advertising and the current pop culture of Internet dating sites and online social networks.

### 1987 -1991 **Pacific Western University, Los Angeles, California**

*Doctorate of Philosophy with a Degree in Psychology*

- Doctoral thesis on Toni Wolfe’s “Four Aspects of Womanhood” published by Random House as *Being a Woman* with Dr. Toni Grant, and became a *New York Times* and *LA Times* Best-Seller

### 2012 **Institute for the Advanced Study of Human Sexuality, San Francisco, California**

- *Doctorate of Arts, Honoris Causa*

### 1974-Present **Studies at Other Schools, Programs and Universities**

- 1974 Yale Summer Abroad in Afghanistan, Pakistan, India and Nepal
- 1975 Summer at Naropa Institute, Boulder, Colorado
- 1980-81 University of California at Berkeley Master’s Program in Journalism
- 1981-83 San Francisco State University Master’s Program in English
- 1983-84 More University Master’s Program in Human Sexuality



- 1994-Present Block Institute

## PROFESSIONAL EXPERIENCE

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### ***Sex Therapy***

- 1985-1991 – Developed and operated the world’s first telephone dating services
- 1985-1991 – Founder and President of Block Party Enterprises
- 1988-Present – Private practice sex therapist with over 6000 international clients, from Los Angeles to Saudi Arabia.
- 1991-Present – Founder and Director of the Dr. Susan Block Institute for the Erotic Arts & Sciences. The foundation of the Institute's sex therapy system is based on the principles of Dr. Block’s world-renowned philosophy of the Bonobo Way of "peace through pleasure." The Institute treats most so-called "sexual dysfunctions" i.e.: sexual arousal disorders, low sexual desire, erectile dysfunction, unwanted sexual fetishes, disturbing erotic fantasies, lack of sexual confidence, communication issues, dating anxiety and sexual obsession. The Institute also treats destructive sexual habits (sometimes called “sex addictions”), premature ejaculation, difficulties achieving orgasm and other orgasm disorders, including painful sex and sexual problems caused by stress, fatigue, aging changes and other environmental, family and relationship factors. In addition, the Institute treats adults suffering from the lingering effects of sexual assault, incest, childhood trauma and religious sexual abuse. We also help individuals and couples, claiming no dysfunction, to lead more stimulating, creative and rewarding sexual lives. This system utilizes, in-depth, Kinsey-style client interviews and analysis, erotic theater therapy, fantasy role-play, Masters & Johnson techniques, G-spot, P-spot and PC muscle exercises, fetish exploration systems, sexual confidence building, the "sperm wars" view of monogamy, sensate focus touching, intercourse and outercourse, compassionate S/M and bondage play, bonobo therapy, issue-focused phone sex therapy, transgender facilitation, erotic hypnosis and many other “pleasure sex” techniques that the Institute has successfully used to help thousands of men, women, couples and communities around the world to enhance and enjoy their sexuality in a multitude of traditional and innovative ways. This not only improves their sex lives but has a positive and rejuvenating effect upon other aspects of everyday life including but not limited to, general health, work, creativity, self-esteem, body image, family and social relationships.
- 1991-Present – Director of operations in therapeutic services, research, development, education, art, entertainment, and media.
- 1994-1995 – Developed The Bonobo Way of Peace through Pleasure as described in *The 10 Commandments of Pleasure*
- 1996-Present – Established and maintains the Bonoboville community with co-director Maximillian Lobkowicz (husband since 1992), also called *Villa Piacere* and Dr. Suzy’s Speakeasy, first in the Hollywood Hills, then in Downtown Los Angeles and now located in an 8000-square-foot renovated 1950s motel in West Los Angeles. “Bonoboville” is a pro-sex, socialist community of ecosexual artists, technologists, and therapists living, working and playing together in a cooperative community, inspired by *The Bonobo Way*.

### ***Radio/TV/Film/Internet***

- 1984-1986 Host of *Radio Match* on KIEV-870 AM, sponsored by *The LA Weekly*.
- 1987-1988 Host of *Date Nite* on KIEV-870 AM in Glendale/LA.
- 1988-1990 Host of *Match Nite* on KFOX-93.5 FM in Redondo Beach/LA.

- 1990: Created RADIOPHONE, transmitting radio shows via telephone, thereby making it available to anyone in the world with a phone—very handy in pre-Internet times.
- 1990-1991 Host of *The Susan Block Show* on KFOX-93.5 FM in Redondo Beach/LA.
- 1991-1995 Host of *The Dr. Susan Block Show* on the Independent Broadcasters Network (IBN), syndicated on over 100 stations nationwide.
- 1991-Present Producer/Host of *The Dr. Susan Block Show* on TV, radio and internet, broadcasting live every Saturday night 10:30pm-Midnight PST. The show consists of monologues on various subjects connected to human sexuality, calls from people seeking help with various sex and relationship- issues, and interviews with such renowned personalities as Bettie Page, Gloria Allred, Xaviera Hollander, Nina Hartley, Rabbi Shmuley Boteach, Betty Dodson, Nancy Friday, Joanna Angel, Timothy Leary, Dita Von Teese, Christopher Ryan, Janet Hardy, Sabine Lichtenfels, Abby Martin, Dennis Hof, Ron Jeremy, "Fat Mike" of NoFX, Bonnie Rotten, Axel Braun, Ron Jeremy and many more
- 1995-1997 Host of *The Dr. Susan Block Show* on NPR Satellite Radio
- 1995-1997 Co-host of *The Nasty Man Show* on KLOS-95.5 FM in Los Angeles
- 1996-2020 Star of *Radio Sex TV with Dr. Susan Block* on HBO and HBO specials, as well as *Real Sex* segments and upcoming appearances on HBO's *Cathouse* series.
- 1997-1999 Host of *The Dr. Susan Block Show* on KMAX-840 AM in Los Angeles
- 1998-2020 Guest Sexpert on various shows on KGO-810 AM in San Francisco.
- 2005-2010 Block Films' *Squirt Salon* and *Blonde Island: Funk Me* featured in Barcelona Erotica Film Festival, Cinekink NYC Film Festival and LA Erotica Film Festival
- 2005-2015 Block Films' *Zorthian: Art & Times* featured at Zorthian & Yale Tribute and Zorthian Ranch Primavera.
- 2014- Present – Founder of *Bonoboville.com: "Surround Yourself with Good"*.
- 2015-Present The Dr. Susan Block Institute presents "Sex Calls" from the archives of *The Dr. Susan Block Show*.
- 2015 Featured guest interviews on *Playboy Radio*, *Tangentially Speaking*, *Love, Lust & Laughter*, *LA Talk Radio* and others.
- 2015-2016 Malcolm Jones & the Bonobo Way Female Empowerment Outreach Project
- 2016 The Doctors: "Hands-Free Orgasms & Erotic Hypnosis" interview
- 2017 The New York Post: Splashing interview
- 2017 Mel: Straight Men with Sugar Daddies interview
- 2018 KX 93.5 FM: Modern Sexuality interview
- 2019 Secular Sexuality: The Bonobo Way interview
- 2019 NPR Radio: "Endless Thread" interview
- 2019 Salon: Post-Trump Sex Disorder interview
- 2020 Health.com: Phone Sex interview
- 2020 Sex in the Pews: Sex & Religion interview
- 2020 Sanctuary: In the Spotlight interview
- 2021 Washington Babylon with Ken Silverstein interview
- 2021 Voices for Nature & Peace: The Bonobo Way interview
- 2021 Media Roots Radio interview
- 2021 Screen Shot Media: Tiktok Splosh interview
- 2021 Find Sisterhood: The Art of Squirting interview

- 2022 Dosed with Abby Martin interview
- 2023 Vice TV documentary: Dr. Suzy's Phone Sex Therapy
- 2023 Vice TV: Sex Before the Internet"
- 2023 State of the Sexual Union on WCAP "Active Radio" interview
- Frequently featured guest on multiple radio and TV shows, on all the major networks, from *Oprah to Today*, *Nightline* to *The Doctors*; and featured expert on many documentaries from *Hollywood Women* and *Hollywood Sex* on the BBC to *Bettie Page* on E! Entertainment, and *Infidelity* on the Oprah Winfrey Network, and she is a regular "sexpert" guest on KX 93.5 FM, Laguna Beach, California. In addition, the Dr. Susan Block Institute, Dr. Suzy's Speakeasy and the "Bonoboville" community have been featured on many documentaries and TV shows around the world, including an upcoming feature film by award-winning filmmaker Canaan Brumley entitled *Speakeasy*.

## ***Publications***

### Books

- Contributor to *The Live Art Almanac Volume 4*, (Co-published by Live Art Development Agency and Oberon Books, 2016)
- Contributor (Foreword) to *Ecosexuality: When Nature Inspires the Arts of Love*, (CreateSpace, 2015).
- Top contributor to *The International Encyclopedia of Human Sexuality* (Wiley-Blackwell, 2015) Wrote entries on "Sexual Fetish," "Cuckold," "Striptease," "Phone Sex" and "Spanking."
- Author of *The Bonobo Way: The Evolution of Peace through Pleasure* (Gardner & Daughters Publishers, 2014).
- Contributor to *Female Sexual Function & Dysfunction* (Wiley, 2010) edited by Dr. Lauren Rubel
- Best-selling author of *The 10 Commandments of Pleasure* (St. Martin's Press, 1996), a Literary Guild Selection, Doubleday Book Club and Doubleday Health Book Club Selection, now in third English edition and in 11 other languages.
- Co-Author of *Being a Woman* (Random House, 1988), a *Los Angeles Times* and *New York Times* Best-Seller, with Dr. Toni Grant.
- Author of *Advertising for Love* (William Morrow, 1984)

### Selected Articles published in *Counterpunch*, *Dr. Block's Journal* and other Publications:

*Reply to a Zionist Troll (May 17, 2024)*

*Anti-Zionist Purim for Palestine (March 22, 2024)*

*The Burning Soldier (March 7, 2024)*

*Go Bonobos in 2024! (January 1, 2024)*

*An Anti-Zionist Hanukkah for Palestine (December 13, 2023)*

*Deep Throat Does LA: 50 Years of Sex, Cinema, Politics & Controversy (November 24, 2023)*

*Nothing Compares to Sinéad O'Connor (August 4, 2023)*

*Kinsey Defunded, Perma Wars Mega-Funded, Humanities Up in Smoke (May 26, 2023)*

*Ammosexual Incels: A Primer (May 5, 2023)*

*Go Bonobos in 2023! (December 30, 2022)*

*Yale Reunion: Bulldogs Go Bonobos (December 9, 2022)*

*Make Kink Not War (October 6, 2022)*

*Kenneth W. Starr: A Pornographer for Our Times (September 20, 2022)*

*Forced Breeding: Abortion Rights & Judicial Wrongs (July 1, 2022)*

*Go Bonobos in 2022 (December 31, 2021)*

*#Ballgate, Ballgown, Brett's Balls & Yours (September 24, 2021)*  
*9/11: Trauma, Truth, Censorship & Hogwash (September 17, 2021)*  
*R.I.P. Ed Asner, Man of Spunk and Socialism (September 3, 2021)*  
*OnlyFans Flips Its Fanny (August 27, 2021)*  
*Survival of the Friendliest (August 20, 2021)*  
*Billionaire Dicks in Space Race (July 30, 2021)*  
*Good Riddance to Bad Rummy (July 9, 2021)*  
*The Kinkster Candidate (June 25, 2021)*  
*Shemah Yisrael (May 21, 2021)*  
*Church-Based Cuckoldry Gone Wrong (April 9, 2021)*  
*Massage Parlor Massacre: Guns, God & Sex Addictionology (March 26, 2021)*  
*RIP Mean Old Uncle Rush (February 26, 2021)*  
*Stocks, Cocks, But Please No Glocks (February 5, 2021)*  
*Rape of the Capitol (January 15, 2021)*  
*Go Bonobos in 2021 (January 1, 2021)*  
*Trumpty Dumpty Falls (November 13, 2020)*  
*RIP Betty Dodson, Sex Revolutionary (November 6, 2020)*  
*Zoom Dick Follies (October 30, 2020)*  
*Falwell Falls (October 2, 2020)*  
*Naked Athena vs. Drumpf (July 31, 2020)*  
*Behind the #MeToo Headlines with JoAnn Wypijewski (July 17, 2020)*  
*Sex, Pride & Black Lives Matter (June 26, 2020)*  
*Sadistic Policing (June 5, 2020)*  
*Incel Terrorism (May 29, 2020)*  
*RIP Little Richard, Tutti Frutti Sex Revolutionary (May 15, 2020)*  
*"Normal" Insanity and Unpaid Hookers (April 10, 2020)*  
*Coronavirus Spring (March 27, 2020)*  
*Rush Limbaugh Gets Medal for Being the King of Creeps (February 14, 2020)*  
*#GoBonobos in 2020 (January 1, 2020)*  
*Krampus Trumpus Rumpus (December 13, 2019)*  
*How "Hustlers" Hustles Us (October 18, 2019)*  
*Cougar 2020? (October 11, 2019)*  
*Post-Trump Sex Disorder(s) (April 30, 2019)*  
*Why Bezos Exposed Trump's Pecker (February 13, 2019)*  
*Roger Stoned and Swinging (January 31, 2019)*  
*GoBonobos in 2019! (January 1, 2019)*  
*Slappy Spanksgiving: Five Fun Reasons to Celebrate (November 22, 2018)*  
*Cucks, Cuckolding and Campaign Management (November 16, 2018)*  
*3Incel Therapy, Bonobo-Style (May, 2018)*  
*Stormy and the Students (April, 2018)*  
*Go Bonobos in 2018 (December, 2017)*  
*The Fire & the Fury of the Tiki Torches (August, 2017)*

*My Yale Reunion: Boola Boola Bonobo* (June, 2017)  
*Merry Masturbation Month: 8 Great Benefits of Masturbation* (May, 2017)  
*Purim & Queen Esther's Weapons of Mass Seduction* (March, 2017)  
*From the Golden Age of Adult Cinema to Silver Valentines on Venice Beach* (February, 2017)  
*Hallmark Got It Wrong: Valentine's Day is Really Lupercalia* (February, 2017)  
*#GoBonobos in 2017: Happy Year of the Cock!* (January, 2017)  
*Three Ways to Live Like a Bonobo* (November, 2016)  
*Opera for Bonobos* (October, 2016)  
*RIP Joani Blank: She Gave Us Good Vibrations* (August, 2016)  
*Inner Journey into the Bonobo Way* (August, 2016)  
*Transparent Evening at the Directors Guild of America* (May, 2016)  
*Size Matters in Politics and in Sex: Show Your Hand!* (March, 2016)  
*The Bonobo Way of Female Power, Domination Directory International* (TBA)  
*Proud to be Gay, the Bonobo Way* (June, 2015)  
*Squirting World: Secrets, Stories & Techniques of G-Spot Female Ejaculation* (May, 2015)  
*Sperm Wars: Threesomes, Cuckolds, Hot Wives & Evolutionary Biology* (March, 2015)  
*The Bonobo Spring Revolution* (March, 2015)  
*50 Shades of Holy Crap*, (February, 2015)  
*Go Bonobos in the New Year: Make 2015 the Year of the Bonobo* (January, 2015)  
*Anal Food Rape in the CIA* (December, 2014)  
*Bill Cosby's Sleep Fetish* (November, 2014)  
*'Dawn of the Planet of the Apes' Defames Bonobos* (July, 2014)  
*Hunger Games, Killing Fields: The Terrible Truth about Elliot Rodger* (May, 2014)  
*The 6 Most Common Secret Sexual Fantasies—And What They Mean* (October, 2013)  
*Kegel Karate: How One Woman Learned to Destroy Her Molester with the Power of Her Own Pleasure* (August, 2013)  
*Galloping Petraeus* (November, 2012)  
*Capt'n Max's Big C Battle* (March, 2012)  
*Spankology 101: The Psychology, Physiology, Art, History, Politics & Eroticism of Spanking* (July, 2011)  
*Lupercalia: The Original Valentine's Day* (February, 2011)  
*My Porn Star Girlfriend* (November, 2010)  
*The Alchemy of Scary Sex* (October, 2010)  
*Secret Sexual Fantasies* (February, 2010)  
*In Defense of the G-Spot: Yes, Virginia, It Does Exist!* (January, 2010)  
*Inside Both Heads of the Crotch Bomber* (January, 2010)  
*Tiger's Wood: Love Cablinasian Style* (December, 2009)  
*Sex, Death & Michael Jackson* (June, 2009)  
*"Sinful" Sex Addiction: The Newest Way to Demonize Sexuality* (April, 2009)  
*Washington Witch Hanging* (May, 2008)  
*Merry Masturbation Month* (May, 2008)  
*Bonobo Bashing in the New Yorker* (July, 2007)  
*Dr. Laura's Little Monster* (May, 2007)  
*Hookergate II* (May, 2007)

- Valentine Chemistry of Love* (February, 2007)  
*The Spent Milk of Human Foley* (September, 2006)  
*Queen Esther & the Art of Seduction* (March, 2006)  
*Hookergate* (June, 2005)  
*America Wants a Divorce* (December, 2005)  
*Weimar Love Story* (November, 2005)  
*Katrina Speaks* (September, 2005)  
*My Adelpbia Story* (January, 2005)  
*The Counter-Inaugural Ball: Eros Day 2005* (January, 2005)  
*Faith-Based Sex* (December, 2004)  
*Blue Values* (November, 2004)  
*America in tha Hood* (May, 2004)  
*Bush's POW Porn* (May, 2004)  
*Rape of Iraq* (April, 2003)  
*Cockfight at the Baghdad Corral* (September, 2002)  
*The Great Pretzel Swallower's Guantanamo S&M PR Disaster* (January, 2002)  
*Patriot Act UnPatriotic* (November, 2001)  
*We Are All Afghans Now* (October, 2001)  
*Sex, Terror, Jerry Bin Foulwell & the Raving Castrati* (October, 2001)  
*Beyond Terror* (September, 2001)  
*Chemistry of Love and Lust* (February, 2001)
- Freelance journalist for *LA Magazine*, *LA Weekly*, *SF Bay Guardian*, *New Haven Advocate*, *Metro*, *Boulevards*, and other publications.

### ***Special Positions and Memberships***

- Director of the Block Bonobo Foundation dedicated to educating the public about bonobo sexuality as well as helping to save them from extinction, and Bonoboville, an online community of people inspired by the Bonobo Way of Peace through Pleasure
- Lecturer at Yale University, Cal Tech, USC, UCLA and SFSU on Human Sexuality, Female Sexual Function and Dysfunction, Male Sexual Function and Dysfunction, Sexual Fetish, Sexual Fantasy, Female Ejaculation and the G-Spot, The Bonobo Way, Sex and God, Sex and Religion, Sex Toys, Masturbation, Sex and University Life, The 10 Commandments of Pleasure, The Chemistry of Love and Lust, Sperm Wars and Monogamy, Exhibitionism and Voyeurism.
- 2012 Lecture, *The Bonobo Way: An Alternative Great Ape Paradigm for Human Sexual Behavior*, Society for the Scientific Study of Sexuality (SSSS), 2012
- Lecturer for various groups and organizations from The Lifestyles Organization (TLO) to The Young Presidents Organization (YPO), Center for Inquiry, MENSA and Taste of LA.
- Professional member of the American Association of Sexuality Educators, Counselors and Therapists (AASECT)
- Professional member of the American Academy of Television Arts & Sciences, Documentary Film Division.
- Professional member of the Los Angeles Press Club
- Professional member of the Radio Television News Association of Southern California

- Expert Witness and Consultant to LA Public Defender’s Office and LA Alternate Public Defender, Sex Crimes Division, working on various criminal cases requiring expertise in transgendered culture, BDSM practices and fetishes.
- Awarded “America’s Greatest Thinker” by Great American Think-Off

***Recent Lectures, Talks & Presentations (2015-Present)***

- Host & Panel Moderator, “Deep Throat 50th Anniversary,” Laemmle Theater, Los Angeles and 910 WeHo in West Hollywood, California 2023.
- Yale Reunion Roundtable Moderator, “Peace, Love, Bonobos & Sex Week Yale, Yale University 2022.
- “The Bonobo Way: Make Kink Not War,” DomCom Los Angeles, Los Angeles, California, 2022
- “Ask Dr. Suzy,” DomCon New Orleans, New Orleans 2020.
- “Mistress of Ceremonies,” DomCon Los Angeles 2020.
- “The Bonobo Way: FemDoms of the Wild,” DomCon Los Angeles, LAX Airport Hilton, Los Angeles, California, 2019
- “The Bonobo Way: An Alternative Great Ape Paradigm for Human Sexuality and Transformational, Healing Pleasure,” 51<sup>st</sup> Annual Conference of American Association of Sex Educators, Counselors & Therapists (AASECT), Philadelphia, 2019.
- “The Bonobo Way: FemDoms of the Wild,” DomCon Los Angeles, LAX Airport Hilton, Los Angeles, California, 2018.
- “The Bonobo Way of Great Sex,” AdultCon Los Angeles, LA Convention Center, Los Angeles, California, 2017.
- “The Bonobo way of FemDom Power,” DomCon Los Angeles, LAX Airport Hilton, Los Angeles, California 2017.
- “The Bonobo Way: FemDoms of the Wild, DomCon Los Angeles,” LAX Airport Hilton, Los Angeles, California 2017.
- “The Bonobo Way of Inclusivity: An Alternative Great Ape Paradigm for Human Sexuality,” 48th Annual Conference of The American Association of Sexuality Educators, Counselors & Therapists: Condado Plaza in San Juan, Puerto Rico, 2016.
- “The Bonobo Way: Consensual Nonmonogamy Among Non-Human Primates,” 5th International Conference on the Future of Monogamy and Nonmonogamy: at University of Berkeley, Berkeley California, 2016.
- Keynote Speaker, “First Symposium on Ecosexuality in the Caribbean” – Keynote Speech: “The Bonobo Way of Ecosexuality,” University Puerto Rico Mayagüez 2016.
- “The Bonobo Way: A New FemDom Paradigm for Humanity,” DomCon Los Angeles: LAX Airport Hilton, Los Angeles, California, 2015.

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REFERENCES (CONTACT INFO UPON REQUEST)

**Sheila Nevins, HBO**, Senior VP Documentary Programming, NY, NY

**Mary Miller, PhD**, Dean of Yale College, Sterling Professor, Yale University, New Haven, CT.

**John Klutke, MD**, Professor of Gynecology, Keck School of Medicine, University of Southern California, Los Angeles, CA.

**Robert Israel, MD**, Director, Women's Health Clinics, Obstetrics and Gynecology, Keck School of Medicine, University of Southern California, Los Angeles, CA.

**Patti Britton, PhD**, Sexuality Professor, Trainor & Clinical Sexologist, Los Angeles, CA.  
**Scott Barry Kaufman, PhD**, Psychology Professor, University of Pennsylvania, Phila., PA.  
**Steven Binman, PhD**, Forensic Clinical Psychologist, Los Angeles, CA.  
**Barry Fisher, JD**, Civil Rights Attorney, Century City, CA.  
**Dorion Sagan**, American Science Writer & Essayist, Madison, WI  
**Christopher Ryan, PhD**, Author, Podcast host, Barcelona, Spain



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- Exhibit 2 -

Facebook Terms and Conditions

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Capture URL: <https://www.facebook.com/legal/terms>

Page loaded at (UTC): Tue, 14 May 2024 23:23:47 GMT

Capture timestamp (UTC): Tue, 14 May 2024 23:24:29 GMT

Capture tool: 10.47.3

Collection server IP: 54.145.42.72

Browser engine: Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_15\_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/122.0.6261.130 Safari/537.36

Operating system: Linux (Node 20.9.0)

PDF length: 13

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User: mb-trial

- 1. The services we provide
- 2. How our services are funded
- 3. Your commitments to Facebook and our community
- 4. Additional provisions
- 5. Other terms and policies that may apply to you

- > Facebook Ads Controls
- > Privacy Center
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# Terms of Service

Meta builds technologies and services that enable people to connect with each other, build communities, and grow businesses. These Terms govern your use of Facebook, Messenger, and the other products, features, apps, services, technologies, and software we offer (the [Meta Products or Products](#)), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Meta Platforms, Inc.

We don't charge you to use Facebook or the other products and services covered by these Terms, unless we state otherwise. Instead, businesses and organizations, and other persons pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think may be relevant to you and your interests. We use your personal data to help determine which personalized ads to show you.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more about how personalized advertising under these terms works on the Meta Products.

Our [Privacy Policy](#) explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your [settings](#) pages of the relevant Meta Product at any time to review the privacy choices you have about how we use your data.

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## 1. The services we provide

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you:

# 1. The services we provide

Our mission is to give people the power to build community and bring the world closer together. To help advance this mission, we provide the Products and services described below to you:

## **Provide a personalized experience for you:**

Your experience on Facebook is unlike anyone else's: from the posts, stories, events, ads, and other content you see in Facebook News Feed or our video platform to the Facebook Pages you follow and other features you might use, such as Facebook Marketplace, and search. For example, we use data about the connections you make, the choices and settings you select, and what you share and do on and off our Products - to personalize your experience.

## **Connect you with people and organizations you care about:**

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Meta Products you use. We use data to make suggestions for you and others - for example, groups to join, events to attend, Facebook Pages to follow or send a message to, shows to watch, and people you may want to become friends with. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about.

## **Empower you to express yourself and communicate about what matters to you:**

There are many ways to express yourself on Facebook to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, videos, and stories across the Meta Products (consistent with your settings), sending messages or making voice or video calls to a friend or several people, creating events or groups, or adding content to your profile as well as showing you insights on how others engage with your content. We have also developed, and continue to explore, new ways for people to use technology, such as augmented reality and 360 video to create and share more expressive and engaging content on Meta Products.

## **Help you discover content, products, and services that may interest you:**

We show you personalized ads, offers, and other sponsored or commercial content to help you discover content, products, and services that are offered by the many businesses and organizations that use Facebook and other Meta Products. Section 2 below explains this in more detail.

## **Promote the safety, security, and integrity of our services, combat harmful conduct and keep our community of users safe:**

People will only build community on Meta Products if they feel safe and secure. We work hard to maintain the security (including the availability, authenticity, integrity, and confidentiality) of our Products and services. We employ dedicated teams around the world, work with external service providers, partners and other relevant entities and develop advanced technical systems to detect potential misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community, including to respond to user reports of potentially violating content. If we learn of content or conduct like this, we may take appropriate action based on our assessment that may include - notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. We share data across [Meta Companies](#) when we detect

conduct towards others, and situations where we may be able to help support or protect our community, including to respond to user reports of potentially violating content. If we learn of content or conduct like this, we may take appropriate action based on our assessment that may include - notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement. We share data across [Meta Companies](#) when we detect misuse or harmful conduct by someone using one of our Products or to help keep Meta Products, users and the community safe. For example, we share information with Meta Companies that provide financial products and services to help them promote safety, security and integrity and comply with applicable law. Meta may access, preserve, use and share any information it collects about you where it has a good faith belief it is required or permitted by law to do so. For more information, please review our [Privacy Policy](#).

In some cases, the Oversight Board may review our decisions, subject to its terms and bylaws. Learn more [here](#).

#### **Use and develop advanced technologies to provide safe and functional services for everyone:**

We use and develop advanced technologies - such as artificial intelligence, machine learning systems, and augmented reality - so that people can use our Products safely regardless of physical ability or geographic location. For example, technology like this helps people who have visual impairments understand what or who is in photos or videos shared on Facebook or Instagram. We also build sophisticated network and communication technology to help more people connect to the internet in areas with limited access. And we develop automated systems to improve our ability to detect and remove abusive and dangerous activity that may harm our community and the integrity of our Products.

#### **Research ways to make our services better:**

We engage in research to develop, test, and improve our Products. This includes analyzing data we have about our users and understanding how people use our Products, for example by conducting surveys and testing and troubleshooting new features. Our [Privacy Policy](#) explains how we use data to support this research for the purposes of developing and improving our services.

#### **Provide consistent and seamless experiences across the Meta Company Products:**

Our Products help you find and connect with people, groups, businesses, organizations, and others that are important to you. We design our systems so that your experience is consistent and seamless across the different [Meta Company Products](#) that you use. For example, we use data about the people you engage with on Facebook to make it easier for you to connect with them on Instagram or Messenger, and we enable you to communicate with a business you follow on Facebook through Messenger.

#### **Ensuring access to our services:**

To operate our global services and enable you to connect with people around the world, we need to transfer, store and distribute content and data to our data centers, partners, service providers, vendors and systems around the world, including outside your country of residence. The use of this global infrastructure is necessary and essential to provide our services. This infrastructure may be owned, operated, or controlled by Meta Platforms, Inc., Meta Platforms Ireland Limited, or its affiliates.

The use of this global infrastructure is necessary and essential to provide our services. This infrastructure may be owned, operated, or controlled by Meta Platforms, Inc., Meta Platforms Ireland Limited, or its affiliates.

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## 2. How our services are funded

Instead of paying to use Facebook and the other products and services we offer, by using the Meta Products covered by these Terms, you agree that we can show you personalized ads and other commercial and sponsored content that businesses and organizations pay us to promote on and off [Meta Company Products](#). We use your personal data, such as information about your activity and interests, to show you personalized ads and sponsored content that may be more relevant to you.

Protecting people's privacy is central to how we've designed our personalized ads system. This means that we can 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 (for example, people between the age of 18-35 who like cycling). We then show their ad to people who we think 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 Meta Products. For example, we provide general demographic and interest information to advertisers to help them better understand their audience, like the fact that women between the ages of 25 and 34 who live in Madrid and like software engineering have seen an ad. 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 Meta ads work [here](#).

We collect and use your personal data in order to provide the services described above to you. You can learn about how we collect and use your data in our [Privacy Policy](#). You have controls over the types of ads and advertisers you see, and the types of information we use to determine which ads we show you. [Learn more](#).

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## 3. Your commitments to Facebook and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

### 1. Who can use Facebook

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- Provide for your account the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use it for personal purposes.

- safer and more accountable. For this reason, you must:
  - Provide for your account the same name that you use in everyday life.
  - Provide accurate information about yourself.
  - Create only one account (your own) and use it for personal purposes.
  - Not share your password, give access to your Facebook account to others, or transfer your account to anyone else (without our permission).

We try to make Facebook broadly available to everyone, but you cannot use Facebook if:

- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms or the [Community Standards](#), or other terms and policies that apply to your use of Facebook. If we disable your account for a violation of our Terms, the Community Standards, or other terms and policies, you agree not to create another account without our permission. Receiving permission to create a new account is provided at our sole discretion, and does not mean or imply that the disciplinary action was wrong or without cause.
- You are prohibited from receiving our products, services, or software under applicable laws.

## 2. What you can share and do on Meta Products

We want people to use Meta Products to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:
  - That violates these Terms, the [Community Standards](#), or [other terms and policies](#) that apply to your use of our Products.
  - That is unlawful, misleading, discriminatory or fraudulent (or assists someone else in using our Products in such a way).
  - That you do not own or have the necessary rights to share.
  - That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another's copyright or trademark, or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.
2. You may not upload viruses or malicious code, use the services to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our services, systems, or Products.
3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.
4. You may not proxy, request, or collect Product usernames or passwords, or misappropriate access tokens.
5. You may not sell, license, or purchase any data obtained from us or our services, except as provided in the Platform Terms.
6. You may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless

4. You may not proxy, request, or collect Product usernames or passwords, or misappropriate access tokens.
5. You may not sell, license, or purchase any data obtained from us or our services, except as provided in the Platform Terms.
6. You may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.

We can remove or restrict access to content that is in violation of these provisions. We can also suspend or disable your account for conduct that violates these provisions, as provided in Section 4.B.

If we remove content that you have shared in violation of the Community Standards, 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. For information on account suspension or termination, see Section 4.B below.

To help support our community, we encourage you to [report](#) content or conduct that you believe violates your rights (including [intellectual property rights](#)) or our terms and policies, if this feature exists in your jurisdiction.

We also can remove or restrict access to content features, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate misuse of our services or adverse legal or regulatory impacts to Meta.

### 3. The permissions you give us

We need certain permissions from you to provide our services:

1. [Permission to use content you create and share](#): Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You retain ownership of the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Facebook and other [Meta Company Products](#) you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a "license") to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and 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 means, for example, that if you share a photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as Meta Products or service providers that support those products and services. This license will end when your content is deleted from our systems.

You can delete individual content you share, post, and upload at any time. In addition, all content posted to your personal account will



photo on Facebook, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as Meta Products or service providers that support those products and services. This license will end when your content is deleted from our systems.

You can delete individual content you share, post, and upload at any time. In addition, all content posted to your personal account will be deleted if you delete your account. [Learn more](#) about how to delete your account. Account deletion does not automatically delete content that you post as an admin of a page or content that you create collectively with other users, such as photos in Shared Albums which may continue to be visible to other album members.

It may take up to 90 days to delete content after we begin the account deletion process or receive a content deletion request. If you send content to trash, the deletion process will automatically begin in 30 days unless you chose to delete the content sooner. While the deletion process for such content is being undertaken, the content is no longer visible to other users. 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);
- 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 immediate 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, integrity, and security of our Products, systems, services, our employees, and users, and to defend ourselves;
  - comply with legal obligations for the preservation of evidence, including data Meta Companies providing financial products and services preserve to comply with any record keeping obligations required by law; 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).

In each of the above cases, this license will continue until the content has been fully deleted.

## 2. Permission to use your name, profile picture, and information about your actions with ads and sponsored or commercial content:

You give us permission to use your name and profile picture and information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored or commercial content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Facebook Page created by a brand that has paid us to display its ads on Facebook. Ads and content like this can be seen only by people who have your permission to see the actions you've taken on Meta

information about actions you have taken on Facebook next to or in connection with ads, offers, and other sponsored or commercial content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Facebook Page created by a brand that has paid us to display its ads on Facebook. Ads and content like this can be seen only by people who have your permission to see the actions you've taken on Meta Products. You can [learn more](#) about your ad settings and preferences.

3. **Permission to update software you use or download:** If you download or use our software, you give us permission to download and install updates to the software where available.

#### 4. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Facebook), we retain all rights to that content (but not yours). You can only use our copyrights or [trademarks \(or any similar marks\)](#) as expressly permitted by our [Brand Usage Guidelines](#) or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, translate, create derivative works of, decompile, or reverse engineer our products or their components, or otherwise attempt to extract source code from us, unless an exception or limitation applies under applicable law or your conduct relates to the [Meta Bug Bounty Program](#).

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## 4. Additional provisions

### 1. Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices, to promote a safe and secure experience on our Products and services, and/or to comply with applicable law. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Facebook community, you can [delete](#) your account at any time.

### 2. Account suspension or termination

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular the Community Standards, we may suspend or permanently disable your access to Meta Company Products, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular the Community Standards, we may suspend or permanently disable your access to Meta Company Products, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

We may disable or delete your account if after registration your account is not confirmed, your account is unused and remains inactive for an extended period of time, or if we detect someone may have used it without your permission and we are unable to confirm your ownership of the account. [Learn more](#) about how we disable and delete accounts.

Where we take such action we'll let you know and explain any options you have to request a review, unless 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.

You can [learn more](#) about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

If you delete or we disable or delete your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

### **3. Limits on liability**

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content).

We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Meta Products (however caused and on any theory of liability, including negligence), even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Meta Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

### **4. Disputes**

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply.

You and Meta each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the Meta Products shall be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, cause of action, or dispute without regard to conflict of law.

You and Meta each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the Meta Products shall be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, cause of action, or dispute without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, in its sole discretion, Meta may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.

## 5. Other

1. These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Meta Platforms, Inc. regarding your use of our Products. They supersede any prior agreements.
2. Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our [Commercial Terms](#). If you post or share content containing music, you must comply with our [Music Guidelines](#). To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.
3. If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed and the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
4. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
5. You may designate a person (called a legacy contact) to manage your account if it is memorialized. If you enable it in your settings, only your legacy contact or a person who you have identified in a valid will or similar legal document expressing clear consent to disclose your content to that person upon death or incapacity will be able to seek limited [disclosure](#) of information from your account after it is memorialized.
6. These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. We may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
8. We always appreciate your feedback and other suggestions about our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
9. We reserve all rights not expressly granted to you.

our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

9. We reserve all rights not expressly granted to you.

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## 5. Other terms and policies that may apply to you

- [Community Standards](#): These guidelines outline our standards regarding the content you post to Facebook and your activity on Facebook and other Meta Products.
- [Commercial Terms](#): These terms apply if you also access or use our Products for any commercial or business purpose, including advertising, operating an app on our Platform, using our measurement services, managing a group or a Page for a business, or selling goods or services.
- [Community Payment Terms](#): These terms apply to payments made on or through Meta Products.
- [Commerce Policies](#): These guidelines outline the policies that apply when you offer products or services for sale on Facebook, Instagram, and WhatsApp.
- [Music Guidelines](#): These guidelines outline the policies that apply if you post or share content containing music on any Meta Products.
- [Advertising Policies](#): These policies apply to partners who advertise across the Meta Products and specify what types of ad content are allowed by partners who advertise across the Meta Products.
- [Self-Serve Ad Terms](#): These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
- [Facebook Pages, Groups and Events Policy](#): These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.
- [Meta Platform Policy](#): These terms apply to the use of the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others to develop functionality, retrieve data from MetaProducts, or provide data to us.
- [Developer Payment Terms](#): These terms apply to developers of applications that use Facebook Payments.
- [Meta Brand Resources](#): These guidelines outline the policies that apply to use of Meta trademarks, logos, and screenshots.
- [Recommendations Guidelines](#): The [Facebook Recommendations Guidelines](#) and [Instagram Recommendations Guidelines](#) outline our standards for recommending and not recommending content.
- [Live Policies](#): These policies apply to all content broadcast to Facebook Live.

Date of Last Revision: July 26 2022

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- [Community Payment Terms](#): These terms apply to payments made on or through Meta Products.
- [Commerce Policies](#): These guidelines outline the policies that apply when you offer products or services for sale on Facebook, Instagram, and WhatsApp.
- [Music Guidelines](#): These guidelines outline the policies that apply if you post or share content containing music on any Meta Products.
- [Advertising Policies](#): These policies apply to partners who advertise across the Meta Products and specify what types of ad content are allowed by partners who advertise across the Meta Products.
- [Self-Serve Ad Terms](#): These terms apply when you use self-serve advertising interfaces to create, submit, or deliver advertising or other commercial or sponsored activity or content.
- [Facebook Pages, Groups and Events Policy](#): These guidelines apply if you create or administer a Facebook Page, group, or event, or if you use Facebook to communicate or administer a promotion.
- [Meta Platform Policy](#): These terms apply to the use of the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others to develop functionality, retrieve data from MetaProducts, or provide data to us.
- [Developer Payment Terms](#): These terms apply to developers of applications that use Facebook Payments.
- [Meta Brand Resources](#): These guidelines outline the policies that apply to use of Meta trademarks, logos, and screenshots.
- [Recommendations Guidelines](#): The [Facebook Recommendations Guidelines](#) and [Instagram Recommendations Guidelines](#) outline our standards for recommending and not recommending content.
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- Exhibit 3 -

Instagram Terms and Conditions

# **Exhibit 1**



Document title: Terms of Use | Instagram Help Center

Capture URL: <https://help.instagram.com/581066165581870>

Page loaded at (UTC): Tue, 14 May 2024 23:24:57 GMT

Capture timestamp (UTC): Tue, 14 May 2024 23:25:35 GMT

Capture tool: 10.47.3

Collection server IP: 54.145.42.72

Browser engine: Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_15\_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/122.0.6261.130 Safari/537.36















Operating system: Linux (Node 20.9.0)

PDF length: 8

Capture ID: acHzVfsRyPKUCArAF2LZMK

User: mb-trial



-  Instagram Features ▼
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-  Staying Safe ▼
-  Privacy, Security and Reporting ▼
-  Terms and Policies ▲
  -  Community Guidelines
  -  Privacy Policy
  -  Terms of Use
  -  Platform Policy
  -  Cookies Policy
  -  Transparency Center
  -  Community Payments Terms
  -  Instagram Purchase Protection Policy
-  Threads ▼

[Terms and Policies](#)

## Terms of Use

 [Copy link](#)

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 Meta Terms of Service do not apply to this Service.

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















**ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. WE EXPLAIN SOME EXCEPTIONS AND HOW YOU CAN OPT OUT OF ARBITRATION BELOW.**

### 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. So we offer you different [types of accounts](#) and features to help you create, share, grow your presence, and communicate with people on and off Instagram. We also want to strengthen your relationships through shared experiences that 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 that you might be interested in, and offering ways for you to experience Instagram, based on things that 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 Meta Companies or law enforcement. Learn more in the [Privacy 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 Meta Company Products.** Instagram is part of the Meta Companies, which share technology, systems, insights, and information-including the information we have about you (learn more in the [Privacy Policy](#)) in order to provide services that are better, safer, and more secure. We also provide ways to interact across the Meta Company Products that you use, and designed systems to achieve a seamless and consistent experience across the Meta Company Products depending on your choices.
- **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



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Products depending on your choices.

- **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 Meta Platforms, Inc., Meta Platforms Ireland Limited, or their affiliates.
- **Connecting you with brands, products, and services in ways you care about.**  
We use data from Instagram and other Meta 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 study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

### 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 [Meta 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 Privacy Policy

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

### 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



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- 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](#), [Meta 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 [Privacy 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 share your username, profile picture, and information about your



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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 [Privacy 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 Meta 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 permitted or 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 Meta Products and Meta 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 permitted or 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. 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 [Privacy 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:



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- 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 [Meta 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.

- Our past, present, and future affiliates and agents, including Instagram LLC, can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, 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.

- Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our



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- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

- You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

### How We Will Handle Disputes.

- Except as provided below, **you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Instagram ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted;** you and we may bring a claim only on your own behalf and cannot seek relief that would affect other Instagram users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.

- Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. **You and we expressly waive a trial by jury.**

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.

This arbitration provision is governed by the Federal Arbitration Act.

You can opt out of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, username, email address or phone number you use for your Instagram account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them here: Meta Platforms, Inc. ATTN: Instagram Arbitration Opt-out, 1601 Willow Rd., Menlo Park, CA 94025.

- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your Instagram account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Meta Platforms, Inc., ATTN: Instagram Arbitration Filing, 1601 Willow Rd. Menlo Park, CA 94025. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Instagram account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.

- We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring or if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.

- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

- The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

### Unsolicited Material.



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Inc. ATTN: Instagram Arbitration Opt-out, 1601 Willow Rd., Menlo Park, CA 94025.

- Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your Instagram account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed to Meta Platforms, Inc., ATTN: Instagram Arbitration Filing, 1601 Willow Rd. Menlo Park, CA 94025. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Instagram account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- We will pay all arbitration filing fees, administration and hearing costs, and arbitrator fees for any arbitration we bring or if your claims seek less than \$75,000 and you timely provided us with a Notice of Dispute. For all other claims, the costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims.
- For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.
- The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, 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) 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](#).

Effective Date: 26 July 2022

**Related Articles**

- [Information for Law Enforcement](#)
- [Intellectual Property](#)
- [Why we added more information to our Terms](#)
- [Why has my account been restricted for data scraping and what can I do?](#)
- [More information about Standard Contractual Clauses](#)
- [How long does copyright protection last?](#)

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[Terms](#)

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- Exhibit 4 -  
Arbitration Award



**CASE NUMBER: 01-23-0003-8516**

**DR. SUSAN BLOCK,  
CLAIMANT**

**-VS-**

**INSTAGRAM/META PLATFORMS,  
INC. (FORMERLY KNOWN AS FACEBOOK, INC.),  
RESPONDENT**

## **DISMISSAL ORDER AND AWARD OF ARBITRATOR**

I, Thomas P Hanrahan, the UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties, and having been duly sworn, and having considered the submissions of the Parties, each represented by counsel, and having held a hearing on June 5, 2024 on Respondents' Motion for Dispositive Relief, and having granted that motion, and the Parties having agreed that entry of a Final Award is appropriate based on that ruling, do hereby issue this ORDER and AWARD as follows:

Claimant Dr. Susan Block ("Dr. Block") seeks relief for the decision by Respondent Meta Platforms, Inc. ("Meta") to deactivate her Facebook and Instagram accounts. Pursuant to AAA Consumer Rule R-33, Meta asks the Arbitrator to dismiss Dr. Block's claim for two reasons: (i) the claim is barred by § 230(c)(1) of the Communications Decency Act; and (ii) the relief sought is barred by the limitation of liability clauses in the Terms governing Dr. Block's use of the Instagram and Facebook services.

The Parties submitted briefs in support of and in opposition to Meta's motion for dispositive relief, and also filed supplemental memoranda following oral argument on the motion.

### **I. DR. BLOCK'S CLAIM**

"Meta deactivated [Dr/ Block's] Instagram and Facebook accounts for posting content that Meta deemed to violate the services' respective guidelines." [Resp. Motion at .] It is not clear from either the pleadings or any evidence submitted by either party when Dr. Block's accounts were deactivated. The best approximation comes from a letter to Meta from Dr. Block's counsel dated June 20, 2023, providing "information you have requested to commence the

arbitration process.”<sup>1</sup> The most plausible inference is that the accounts were disabled sometime in the first half of 2023.

The Demand does not assert any specific legal theory undergirding Dr. Block’s claim. It alleges only that Dr. Block “had a number of her Instagram accounts disabled by Instagram.” She alleges that there was an insufficient basis to support Instagram's action and that Instagram has selectively terminated accounts.” Reading this broadly, it asserts that Meta violated some contractual right she has to continued access to her Instagram and Facebook accounts. The Demand sought damages of \$74,999.00.

After discussion at the Preliminary Hearing concerning the accounts about which Dr. Block was complaining, she filed an “Amended Demand for Arbitration and Itemization of Damages.” The Amended Demand identified one Instagram account and one Facebook account., and several kinds of injury:

- Loss of Meta content developed over 15 years
- Loss of access to the Meta community called Bonoboville which Dr. Block leads
- Loss of a communications platform that impacted “every aspect of her professional and personal life”
- Reputational injury

The alleged injury to Dr. Block’s reputation arguably sounds like a tort claim for defamation even though not described in those terms. The Amended Demand disclaims any “lost business” damages, but seeks “\$75,000.00 in damages and/or the restoration of her Facebook and Instagram accounts.”

## **II. META’S TERMS OF USE**

The parties do not dispute that the Instagram and Facebook Terms provide the contours for defining what users like Dr. Block may do and the scope of Meta’s discretion to deactivate accounts or terminate access to its services. As discussed below, these Terms represent the foundation for Dr. Block’s claim that her account was terminated without sufficient cause. The Parties have cited a number of provisions in those Terms relevant to Dr. Block’s claim:

### **A. THE INSTAGRAM TERMS OF USE<sup>2</sup>**

The Instagram Terms include the following:

“You can't violate (or help or encourage others to violate) these Terms or our policies, including in particular the Instagram

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<sup>1</sup> Demand, Ex. B.

<sup>2</sup> Motion, Ex. 1, effective 26 July 2022.

Community Guidelines, Meta Platform Terms and Developer Policies, and Music Guidelines.”

The Terms specifically permit Meta to terminate a member’s use of the services if the member violates the Terms or Community Guidelines:

“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 permitted or 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 Meta Products and Meta 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 permitted or 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 addition, Meta limits its liability for damages to the full extent permitted by the law:

Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

## **B. INSTAGRAM’S COMMUNITY GUIDELINES**

The Terms of Use refer to “Community Guidelines.” The Guidelines come with an exhortation to maintain helpful community standards, and warn that:

“We created the Community Guidelines so you can help us foster and protect this amazing community. By using Instagram, you agree to these guidelines and our Terms of Use. We’re committed to these guidelines and we hope you are too. Overstepping these boundaries may result in deleted content, disabled accounts, or other restrictions.”

More precisely as pertinent here, the Guidelines say plainly:

“Offering sexual services, buying or selling firearms, alcohol, and tobacco products between private individuals, and buying or selling non-medical or pharmaceutical drugs are also not allowed.”

The link to “sexual services” advises that some sex-related information is permissible, but:

“We draw the line, however, when content facilitates sexual encounters or commercial sexual services between adults. We do this to avoid facilitating transactions that may involve trafficking, coercion and non-consensual sexual acts. . . .

**Do not post:**

- . . . Offering or asking for sexual activity (for example, escort services, sexual/erotic massages, sex chats/conversations, fetish/domination services)

Content that engages in explicit sexual solicitation by, offering or asking for sexual activities such as:

- . . . Sex chat or conversations.

Content that engages in implicit or indirect sexual solicitation (defined as sharing contact information, or suggesting to be contacted directly) with a sexually suggestive element. Sexually suggestive elements can include content prohibited under the Adult Nudity and Sexual Activity policy or mentions or depictions of regionalized sexual slang, commonly sexualized emojis, sexually suggestive poses, sexual roles, sex positions, fetish scenarios, state of arousal, etc.”

### **C. THE FACEBOOK TERMS OF SERVICE<sup>3</sup>**

The relevant Facebook Terms include the following:

#### **1. The services we provide**

**Promote the safety, security, and integrity of our services, combat harmful conduct and keep our community of users safe:**

. . . We employ dedicated teams around the world, work with external service providers, partners and other relevant entities and develop advanced technical systems to detect potential misuse of our Products, . . . . If we

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<sup>3</sup> Motion, Ex. 2, revised July 26, 2022.

learn of content or conduct like this, we may take appropriate action based on our assessment that may include - notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement.

...

## **2. What you can share and do on Meta Products**

... You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

1. You may not use our Products to do or share anything:

- That violates these Terms, the Community Standards, or other terms and policies that apply to your use of our Products.

We can ... suspend or disable your account for conduct that violates these provisions, as provided in Section 4.B.

If we remove content that you have shared in violation of the Community Standards, 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. For information on account suspension or termination, see Section 4.B below.

...

## **4. Additional provisions**

### **2. Account suspension or termination**

We want Facebook to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular the Community Standards, we may suspend or permanently disable your access to Meta Company Products, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

### **3. Limits on liability**

Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Meta Products (however caused and on any theory of liability, including negligence), even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Meta Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

#### **D. META AIS TERMS OF SERVICE<sup>4</sup>**

Meta also maintains AI terms of service. As pertinent here, these include:

##### **3. Meta's Rights**

###### **A. Meta's Rights Regarding Content**

Meta may use Content and related information as described in the Meta Terms of Service and Meta Privacy Policy, and may do so through automated or manual (i.e. human) review and through third-party vendors in some instances, including:

- To remove unsafe, discriminatory, or other Content that violates these Terms, Meta's Community Standards, or any other applicable policies and terms

#### **E. FACEBOOK'S COMMUNITY STANDARDS**

Facebook, like Instagram, also has Community Standards which largely track the Instagram Standards.<sup>5</sup>

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<sup>4</sup> Claimant Supp. Br. Ex. B dated September 27, 2023, and Last Updated May 31, 2024.

<sup>5</sup> Claimant Supp. Br. Ex. D at 1.

## **F. FACEBOOK TRANSPARENCY CENTER**

Facebook's Terms reference a "Transparency Center" that describes, *inter alia*, how Meta may disable an account<sup>6</sup>:

### **Disabling accounts**

UPDATED JAN 19, 2022

For most violations, if you continue to post content that goes against the Facebook Community Standards or Instagram Community Guidelines, despite repeated warnings and restrictions, Meta will disable your account. After 5 strikes, you may receive additional 30-day restrictions from creating content, or we may remove your account, depending on the severity and frequency of the violations. In some cases, a violation may be severe enough that we'll disable your account after one occurrence, as in the case of posting child sexual exploitation content.

We'll also disable some accounts as soon as we become aware of them, such as those of dangerous individuals, convicted sex offenders, accounts created to get around our restrictions, and in instances where people misrepresent their identity. If your Facebook or Instagram account has been disabled, you'll see a message saying your account is disabled when you try to log in. We also let you know whether you can request another review if you believe we made a mistake.

## **III. DISCUSSION**

In response to Dr. Block's claim that Meta disabled her accounts without sufficient cause, Meta has asserted several defenses. Two of those are at issue here.

First, Meta contends that its decision to deactivate Dr. Block's accounts is paradigmatic publishing activity, immune from liability under § 230(c)(1) of the Communications Decency Act, 47 U.S.C. §230., and therefore the Demand must be dismissed in its entirety.

Second, Meta asserts that even if the claim were not barred completely by § 230, the damages Dr. Block seeks are all barred by the limitation of liability clauses in the Terms of Use for Instagram and Terms of Service for Facebook.

### **A. THE SECTION 230 DEFENSE**

Section 230(c)(1) of the Communications Decency Act provides:

**(C) PROTECTION FOR "GOOD SAMARITAN" BLOCKING AND SCREENING OF OFFENSIVE MATERIAL**

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<sup>6</sup> Claimant Supp. Br. Ex. E



## (1) TREATMENT OF PUBLISHER OR SPEAKER

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

The Parties do not dispute that Meta is a “provider,” or that Facebook and Instagram each is an “interactive computer service,” or that Dr. Block’s content posted on Instagram and Facebook is “information provided by another information content provider.”

Where the Parties differ is whether the Demand necessarily treats Meta as a publisher or speaker. If so, there is no factual issue to determine in this case. Dr. Block contends that Meta owed her certain contractual duties described in the terms for Instagram and Facebook, and that a breach of contractual duties is not immunized by § 230.

Section 230 was enacted to protect online providers from liability for what they publish. That protection has been given a broad scope. *See Calise v. Meta Platforms*, No. 22-15910 (9th Cir. Jun. 4, 2024) (“Courts have interpreted § 230(c)(1) to broadly immunize internet companies from liability”); *Barrett v. Rosenthal*, 40 Cal.4<sup>th</sup> 33, 39 (2006) (immunity provisions in § 230 “have been widely and consistently interpreted to confer broad immunity”).

This immunity is most evident where the claim is that the internet service provider either published another’s content, or refused to publish content provided by another person. In the words frequently employed in the cases, where the effort is to hold an internet service provider liable for the exercise of a publisher’s traditional editorial discretion to publish or not, § 230 bars such an effort. *See, e.g., Fair Hous. Council of San Fernando Valley v. Roomates.com, LLC*, 521 F.3d 1157, 1170-71 (9th Cir. 2008) (*en banc*); *Zeran v. Am. Online, Inc.*, 129 F.3d 327, 330 (4th Cir. 1997); *Murphy v. Twitter, Inc.*, 60 Cal.App.5<sup>th</sup> 12, 27 (2021) (“Courts have routinely rejected a wide variety of civil claims like Murphy’s that seek to hold interactive computer services liable for removing or blocking content or suspending or deleting accounts (or failing to do so) on the grounds they are barred by the CDA.” (citing numerous cases)).<sup>7</sup>

Dr. Block does not quarrel with this general proposition, but argues that a claim for breach of contract is not subject to §230 immunity because the alleged wrongful conduct is the breach of a promise, not a refusal to publish content. This “publish vs. promise” dichotomy has its roots in *Barnes v. Yahoo, Inc.*, 570 F.3d 1096 (9th Cir. 2009).

*Barnes* involved personal photos and suggestive comments about plaintiff posted on a Yahoo website by Ms. Barnes former boyfriend. She asked Yahoo to remove them. After getting no response, she spoke to a Yahoo representative who told her she would “personally walk the statements over to the division responsible for stopping unauthorized profiles and they would

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<sup>7</sup> Both the Facebook and Instagram terms are governed by California law. Facebook: “the laws of the State of California will govern these Terms and any claim, cause of action, or dispute without regard to conflict of law provisions.” Instagram: “The laws of the State of California, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.” Accordingly, the interpretation of the CDA by California courts is relevant precedent in this case.

take care of it.” *Id.* at 1099. Except it wasn’t taken care of for two months, prompting the lawsuit.

In response to Yahoo’s § 230 defense, the Court articulated a general standard:

“[W]hat matters is whether the cause of action inherently requires the court to treat the defendant as the ‘publisher or speaker’ of content provided by another. To put it another way, courts must ask whether the duty that the plaintiff alleges the defendant violated derives from the defendant’s status or conduct as a ‘publisher or speaker.’ If it does, § 230(c)(1) precludes liability.

We have indicated that publication involves reviewing, editing, and deciding whether to publish or to withdraw from publication third-party content.” 570 F.3d at 1102.

Applying that test to a claim styled as breach of contract (or promissory estoppel) regarding material posted on the internet, however, is not a mechanistic exercise. The primary activity of an internet service provider like Meta is deciding what to publish and what to remove from publication. *Barnes* suggests a somewhat abstract distinction that will often be a matter of judgment:

“Contract liability here would come not from Yahoo's publishing conduct, but from Yahoo's manifest intention to be legally obligated to do something, which happens to be removal of material from publication. Contract law treats the outwardly manifested intention to create an expectation on the part of another as a legally significant event. That event generates a legal duty distinct from the conduct at hand, be it the conduct of a publisher, of a doctor, or of an overzealous uncle.” *Id.* at 1107.

Perhaps appreciating that a “promise vs. publish” distinction risks swallowing § 230 entirely, *Barnes* cabined the “distinct duty” created by a promise into narrow contours, and even then, the internet provider could disclaim liability:

“[T]he *promise must be as clear and well defined* as a promise that could serve as an offer, or that otherwise might be sufficient to give rise to a traditional contract supported by consideration. . . . [*If [a] promise is vague and hedged about with conditions. . . [the promisee] cannot plead promissory estoppel.* Thus a general monitoring policy, or even an attempt to help a particular person, on the part of an interactive computer service such as Yahoo does not suffice for contract liability. This makes it easy for Yahoo to avoid liability: it need only disclaim any intention to be bound.” *Id.* at 1108 (italics added).

The Court acknowledged that § 230 “creates a baseline rule: no liability for publishing or speaking the content of other information service providers.” *Id.* Yahoo, like any party to a contract, could decide to “depart from the baseline rules” and waive a defense. The Court concluded that Yahoo had done exactly that: “Insofar as Yahoo made a promise with the

constructive intent that it be enforceable, it has implicitly agreed to an alteration in such baseline.” *Id.* at 1108-09.

In short, *Barnes* is not nearly so sweeping as Dr. Block suggests. It stands, rather, for the proposition that only a narrowly crafted promise may withstand § 230, and then only if the evidence suggests that the internet provider has chosen to waive the § 230 “baseline rule.”

The “general policy” exception noted in *Barnes* was determinative in *King v. Facebook, Inc.*, 572 F.Supp.3d 776 (N.D. Cal. 2021), *aff’d* No. 22-15602 (9th Cir, 2023). There, plaintiff alleged that her account had been cancelled for reasons Facebook did not explain. The trial court considered the then-extant text of Section. 4.2 of the Facebook Terms of Service and observed that it did not purport to give Facebook “sole discretion” to remove an account. This, in the Court’s reading, implied Facebook’s agreement that such decisions would not be “entirely arbitrary” but would be guided by certain articulated factors. *Id.* at 789. Consequently – and this is the conclusion on which Dr. Block relies – the court found “a viable theory for breach of contract.” *Id.* at 788.

However – and this is what Dr. Block ignored in her Opposition Brief – *King* then found that the “viable theory for breach of contract” was barred by Section 230:

“In the Terms of Service, Facebook simply stated that it would use its discretion to determine whether an account should be disabled based on certain standards. The Court is not convinced that Facebook's statement that it would exercise its publishing discretion constitutes a waiver of the CDA immunity based on publishing discretion. In other words, all that Facebook did here was to incorporate into the contract (the Terms of Service) its right to act as a publisher. This by itself is not enough to take Facebook outside of the protection the CDA gives to ‘paradigmatic editorial decisions not to publish particular content.’ *Murphy*, 60 Cal. App. 5th at 29, 274 Cal.Rptr.3d 360.”

. . . Accordingly, the Court holds that Facebook has CDA immunity for the contract/implied covenant claim to the extent that claim is based on Facebook's disabling of Ms. King's account. Because there is CDA immunity, it would be futile for Ms. King to try to amend the claim.” *Id.* at 795.

The Ninth Circuit affirmed:

The district court also properly concluded that King’s breach of the implied covenant of good faith and fair dealing claim relating to her account termination was foreclosed by *Barnes*. King contends that *Barnes* establishes a categorical rule that contract-based claims are never barred by § 230(c)(1). We disagree. The specific promise to take down explicit content at issue in *Barnes* does not compare to the general promise made by Facebook, and incorporated into its TOS, to use “good faith” or make an

“honest” determination before deciding to exercise publishing or editorial discretion.<sup>8</sup>

As hinted in *Barnes*, the lesson from *King* is that a promise to exercise the discretion publishers typically do, and general promises to act in “good faith” or make “honest” determinations, do not deprive Facebook of § 230 immunity.

California courts have been similarly protective of internet service providers. *Murphy, supra*, concerned a claim that Twitter had cancelled Murphy’s account after she posted comments critical of transgender women. The Twitter terms provided that “We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules ....”

Murphy claimed Twitter breached “several clear and unambiguous promises in the user agreement, on its website, and in public statements, including the promise to not monitor or censor content, the promise to notify users of changes 30 days before they are made, the promise to not apply changes retroactively, a promise to reserve ‘account-level’ actions, such as permanent suspensions, for repeated or egregious violations, and promises to treat everyone the same and not consider “political viewpoints, perspectives, or party affiliation in any of [Twitter’s] policies or enforcement decisions, period.” 60 Cal.App.5th at 22.

Addressing the contract claims, *Murphy* held that the substance of the claim, not the name of the cause of action, is determinative: “In assessing whether a claim treats a provider as a publisher or speaker of user-generated content, however, courts focus not on the name of the cause of action, but whether the plaintiff’s claim requires the court to treat the defendant as the publisher or speaker of information created by another.” *Id.* at 26. Applying this standard, *Murphy* rejected the argument that *Barnes* requires rejection of the § 230 defense:

Unlike in *Barnes*, where the plaintiff sought damages for breach of a specific personal promise made by an employee to ensure specific content was removed from Yahoo’s website, the substance of Murphy’s complaint accuses Twitter of unfairly applying its general rules regarding what content it will publish and seeks injunctive relief to demand that Twitter restore her account and refrain from enforcing its Hateful Conduct Policy. Murphy does not allege someone at Twitter specifically promised her they would not remove her tweets or would not suspend her account. Rather, Twitter’s alleged actions in refusing to publish and banning Murphy’s tweets, as the trial court in this case observed, ‘reflect paradigmatic editorial decisions not to publish particular content’ that are protected by § 230.” 60 Cal.App.5th at 29.

*Wozniak v. YouTube*, 100 Cal.App.5th 893 (2024), reflects a similar sensitivity. Plaintiffs claimed they were victims of scam videos posted on YouTube, and that YouTube had failed to police such scams. The Court rejected those claims. While acknowledging that “§ 230 does not

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<sup>8</sup> *King v. Facebook, Inc.*, No. 22-15602 at 3-4 (9<sup>th</sup> Cir. August 16, 2023).

necessarily foreclose contractual claims where the defendant has agreed to limit its exercise of editorial discretion according to bargained-for terms and conditions,” citing *Prager University v. Google, LLC*, 85 Cal.App.5th 1022, 1035 (2022), the Court found that “Defendants’ alleged promises here are closer to those in *Murphy*—more akin to general policies or statements—than those in *Barnes*—personalized and constituting a clear, well-defined offer.”

This series of post-*Barnes* cases thus stand for the proposition that *Barnes* does not establish a categorical rule that contract claims always survive a § 230 challenge. On the contrary, while *specific* promises may survive a § 230(c) defense, general policies and vague aspirational assurances do not.

Nine months after the Ninth Circuit embraced the “specific vs general” promise distinction in *King*, and without mentioning that decision, a different panel of the Ninth Circuit decided *Calise v. Meta Platforms, Inc.*, *supra*, purporting to “clarify” the “scope of § 230(c)(1) immunity.” (Slip Op. at 4.)

*Calise* concerned claims that Meta users were scammed by deceptive ads that Meta permitted to appear on Facebook. Plaintiffs alleged that Meta failed to perform its promise to “combat harmful conduct,” including removing any “content that purposefully deceives, willfully misrepresents or otherwise defrauds or exploits others for money or property.” Plaintiffs claimed that far from combatting scammers, Meta actively solicited them in order to boost revenue.

The Court rejected Meta’s §230(c) defense on the contract claim. It summarized the outcome in *Barnes* by explaining that “Yahoo specifically promised that it would remove the indecent profiles, and *Barnes* relied on that promise to her detriment.” Summarizing three post-*Barnes* cases, the Court declared “it is not enough that a claim, including its underlying facts, stems from third-party content for § 230 immunity to apply.” (Slip Op. at 16.)

Consequently, “[t]o the extent that Meta manifested its intent to be legally obligated to ‘take appropriate action’ to combat scam advertisements, it became bound by a contractual duty separate from its status as a publisher. We thus hold that Meta’s duty arising from its promise to moderate third-party advertisements is unrelated to Meta’s publisher status, and § 230(c)(1) does not apply to Plaintiffs’ contract claims. (Slip Op. at 18-19.)

The opinion in *Calise* is more than a bit abstruse and conceptual, and the conclusion has an *ipse dixit* quality that leaves one wondering why a general promise to moderate advertising content is “unrelated” to publisher status. It makes no mention of the “specific vs. general” distinction drawn in *Barnes*, and does not mention *Wozniak* although the facts there are strikingly analogous to those alleged in *Calise*. The goal to “clarify” the scope of § 230 was laudable; the result was less successful.<sup>9</sup>

Nonetheless, one may find in *Calise* and its predecessors a guideline to distinguish a claim based on promise from one based on publishing. Broad policies and general adjective-

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<sup>9</sup> One intriguing element of *Calise* is that the author of the opinion also wrote a separate concurrence in which he urged the Court to reconsider its §230 jurisprudence because its scope may have grown beyond what Congress intended.

laden expressions of goals will not support finding a promise sufficiently distinct from the role of publisher to avoid § 230 immunity; but more specific promises which are precise and focused – like removing specific posts by a specific person or purporting to police deceptive ads but actually encouraging them – reflect performance promises requiring relatively little editorial judgment and are not barred by § 230.

Applying this standard, the question is whether Meta’s promises are sufficiently divorced from publishing decisions to support a contract claim not subject to § 230 immunity.

In Dr. Block’s view, *Calise* supports the rejection of Meta’s §230 defense because Section 1 of the Facebook Terms “provides the process for how Meta will exercise its discretion,” [Cl. Supp. Br. at 4.] Section 1 states:

We employ dedicated teams around the world, work with external service providers, partners and other relevant entities and develop advanced technical systems to detect potential misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community, including to respond to user reports of potentially violating content. If we learn of content or conduct like this, we may take appropriate action based on our assessment that may include - notifying you, offering help, removing content, removing or restricting access to certain features, disabling an account, or contacting law enforcement.

Dr. Block suggests that this language creates an enforceable “expectation that Meta will make a good faith, human, assessment before Meta cancels an account.” [Cl. Supp. Br. at 3.] In Dr. Block’s view, this is a clear and well-defined promise about process, not about the content of publication, and therefore not subject to §230 immunity.

This argument is unpersuasive for several reasons.

First, Section 1 does not promise anything. It is not a “clear and well-defined” promise, and is “hedged about with conditions. *Barnes*, 270 F.3d at 1108. It expresses only Meta’s general policies and practices. It does not invite acceptance of any offer, and it is far closer to the general policies which *King*, *Murphy* and *Wozniak* held insufficient to escape §230 immunity.<sup>10</sup>

Second, the gravamen of Dr. Block’s complaint is that Meta made an editorial decision to deactivate her accounts and prevent any new posts. Section 4.2 of the Facebook Terms clearly give Meta the discretion to do exactly that:

If we determine, in our discretion, that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular the Community Standards, we may suspend or permanently disable your access to Meta Company Products, and we may permanently disable or

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<sup>10</sup> Insofar as Dr. Block pleads now (but not in her Demand) that Meta promised some “human” review of reason to disable her accounts, that review was communicated to her by Meta’s counsel. Answer to Arbitration Demand, Ex. 2. Further, Dr. Block’s somewhat muted suggestion that Meta’s Ais terms require a human decision, those terms concern the use of Meta’s AI services, which is not an issue in this case.

delete your account. We may also disable or delete your account if you repeatedly infringe other people’s intellectual property rights or where we are required to do so for legal reasons.

This language imposes no condition on Meta’s editorial discretion to decide that the user has violated the Terms or Community Standards and then to delete the account. Far from waiving any editorial discretion, Meta signaled that it retained unfettered discretion to make whatever judgments it deems fit with respect to permitting or deleting any information that Dr. Block might post.

The Instagram terms are similar in scope:

“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 permitted or 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 Meta Products and Meta 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 permitted or 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.”

Dr. Block argues that this language should not be read literally to “neuter” other promises supposedly made in the Terms because the Terms are contracts of adhesion. But what Dr. Block actually urges is that Meta agreed in Section 1 to a certain “process” to effectuate its discretion under Section 4.2. As discussed above, there is no “process” in Section 1, merely a disclosure that Meta attempts to identify misuse, and when it finds misuse, it may respond in various ways. None of that promises any kind of process, and it is not inconsistent with Section 4.2. There is nothing to reconcile; Section 4.2 does not “neuter” any promised process; and Meta plainly retained unfettered discretion to publish user content or not, as it wishes. There is nothing unfair about this. Dr. Block’s plea that Facebook and Instagram are indispensable to modern life is both exaggerated and immaterial.<sup>11</sup>

Finally, Dr. Block contends that the Instagram Guidelines regarding posts about sexual services do import some meaningful limits on the exercise of Meta’s discretion. The argument rests on a very slender reed, springing from the statement in the Guidelines that “[o]verstepping

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<sup>11</sup> This is not to suggest the Dr. Block has no legitimate business concerns about her decision to center her activities on the Meta platform to which she no longer has access. She will no doubt have to identify other avenues for promoting her services and programs. But that impact on her does not make the Meta terms unfair or unenforceable as written.

these boundaries may result in deleted content, disabled accounts, or other restrictions.” This, Dr. Block proposes, implies that only violation of the Guidelines could lead to account termination.

It is hard to square that cramped reading with language in the Instagram Terms which states unequivocally: “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) . . . .” That language is not restrained at all.

Addressing specifically the posts about sexual services that were a prominent feature of Dr. Block’s posts (see Answer to Arbitration Demand at 4-6), Dr. Block posits that the prohibition on posts about sexual services concerns only *illegal* services because it appears under a general heading “Follow the Law.” That reading imposes a burden which the text of the Guidelines cannot support. There is a hyperlink to “sexual services,” and that link explains in considerable detail what a user should not post. Meta could (and apparently did) conclude that Dr. Block had violated the Guidelines in this regard. (In any event, as Meta points out, the “Follow the Law” heading lists a number of activities that are barred by Meta but perfectly legal.

At the bottom of all this is one inescapable reality: Dr. Block wants Meta to restore her accounts and data, and permit her to resume posting as she had before. That is the entire point of her claim and exposes the focus of this case on Meta’s decisions as a publisher. Dressing Dr. Block’s claim in the language of contract does not change what she wants Meta to do or what she thinks Meta did wrong: it stopped publishing her material and she would like Meta to resume publishing. Her complaint is not about what Meta *promised*; her complaint is about what Meta *did*.

This is precisely what the court in *Atkinson v. Facebook, Inc.*, No. C-20-5546 RS (N.D. Cal.), had in mind when describing the claim in that case: “[t]hough [plaintiff’s] claim is styled as a contract cause of action, he is really accusing Facebook of utilizing its community standards to make classic publishing decisions [e.g. , regarding COVID-related postings]. Therefore, § 230(c)(1) immunizes Facebook from his state law causes of action.” *Atkinson* , No. C-20-5546 RS (Docket No. 75) (Order at 10) *quoted in King v. Facebook, Inc.*, 572 F.Supp.3d at 794.

Ultimately, Dr. Block complains that Meta is “unfairly applying its general rules.” *Murphy, supra*, at 29. Claims about application of general rules or policies do not survive a § 230 defense and *Calise* does not save Dr. Block’s claim. There are no factual issues germane to the § 230(c)(1) defense. Dr. Block’s claim is barred by the statute because any success on her claims necessarily treats Meta as a publisher, not as a breaker of contractual promises.

## **B. THE CLAIM IS BARRED BY THE LIMITATION OF LIABILITY**

Both the Facebook Terms and the Instagram Terms include a broad limitation of liability. The Facebook Terms say:

[U]nder no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Meta Products (however caused and on any theory of liability .

...



The Instagram Terms say virtually the same thing:

You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account.

Dr. Block asserts damages for loss of content she spent money to create; loss of access to the Meta “community” of personal and professional acquaintances; loss of business opportunities because she cannot be found on Facebook; and reputational injury arising from her sudden banishment from the Meta universe, as well as the accompanying insinuation that she has offered unlawful sexual services.

Meta argues that all of these damages “fall within the scope of the proscribed forms of damages. Indeed, they are damages for lost ‘information’ or ‘data’ or constitute consequential or indirect damages resulting from her inability to use Facebook or Instagram.” [Motion at 8.]

Dr. Block responds that the loss of Facebook services is a detriment and a direct, inherent result of Meta terminating Dr. Block’s account. She characterizes her damages as “general” damages from breach of contract, and “[t]he limitations of liability in the Facebook Terms and Instagram Terms do not bar general damages, *except to the extent they are ‘lost profits, revenues, information, or data.’*” [Opp. Br. at 7 (italics added).]<sup>12</sup> Further, she argues that the limitation does not apply to reputational damage. And in any event, she is entitled to prove at least \$100 in damages.

“[G]eneral damages are a natural and necessary consequence of a contract breach.” *Lewis Jorge Constr. v. Pomona Unified School Dist.*, 34 Cal.4<sup>th</sup> 960, 968 (2004). Courts have struggled to demarc “general” damages from “consequential” damages. Case in point: the definition in *Lewis Jorge Constr.* describes “general” damages as a “consequence” of the breach. To the extent there is a meaningful distinction, it may be that “general” damages” are hard if not impossible to estimate, while “consequential” damages are calculable.

Applying this to Dr. Block’s effort to find a loophole in the limitation clauses, the first roadblock is her acknowledgement that damages which reflect loss of revenue, information or data are not “general” damages that she might recover. Consequently, her claims for loss of content she paid to create, loss of her data associated with her Meta accounts, and loss of business opportunities, are all well within the ambit of “lost revenues, information or data” and thus excluded even under Dr. Block’s reading of the limitations terms.

The second hurdle is the claim for reputational injury. That is not a “natural and necessary consequence” of a breach by Meta. Reputational injury is a loss “arising from circumstances that are particular to the contract or to the parties.” *Id.* It does “not arise directly and inevitably from any similar breach of any similar agreement.” *Id.* at 969. Like the other

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<sup>12</sup> Dr. Block eschews any claim for lost income. Am. Demand at 3.

elements of the damage claim discussed above, this is consequential, incidental, and indirect injury, excluded by the limitation terms.

The claim for damages occasioned by loss of access to the Meta community is more nuanced.<sup>13</sup> Loss of access to a network of relationships on Facebook and Instagram is a natural and necessary consequence of the loss of accounts on those platforms. However, the scope of the limitation terms is broad. The Facebook exclusion applies to damages “*arising out of or related to these Terms, however caused.*” (italics added). The Instagram limitation extends to “*damages arising out of or related to these Terms, even if we know they are possible*” (italics added). The intent seems clear: Meta disclaimed any liability for any kind of damages that arise in any way from the Terms of Use or Terms of Service. The core of those terms is the opportunity to create a network of relationships, the “community” that Meta promoted. Damages from the loss of that network, “however caused” and “even if we know they are possible,” arise out of or relate to the Terms, and thus are excluded.

Persisting, Dr. Block suggests that the Terms allow her to recover nominal damages under Civil Code § 3360.<sup>14</sup> Her theory seems to be that the extent of her injury cannot be determined from the evidence, and therefore nominal damages may be awarded for Meta’s breach. There are a pair of problems with this plea.

First, the \$100 Dr. Block implies she might be awarded is not “nominal” damages. “[A]n unbroken line of cases holds that nominal damages are limited to an amount of a few cents or a dollar. . . . \$100 or \$200 constitutes a substantial recovery of compensatory damages which precludes it from being described as an award of nominal damages.” *Avina v. Spurlock*, 28 Cal.App.3d 1086, 1089 (1972).

Second, the theoretical availability of up to \$100 in damages does not make such damages actually recoverable if they are excluded by the terms of the contract. Here, the exclusion is sufficiently sweeping to encompass each of the kinds of damages Dr. Block asserts. Characterizing the amount to “nominal” does not alter the fact that the contract excludes any recovery of the damages Dr. Block seeks, regardless of amount.

Last, Dr. Block suggests that her request for specific performance – reactivation of her accounts – saves her claim because Meta did not address this in its motion. The argument does not save the claim.

---

<sup>13</sup> As explained in the Amended Demand (at 2):

Besides her participation in Bonoboville on META, Claimant also lost her other communities of Facebook and Instagram friends, family, fans, fellow Yale alumni, fellow IASHS alumni, AASECT colleagues, fellow Bonobo conservationists, fellow LA Press Club members, fellow sex therapists and sex educators, guests who have appeared on her shows and podcasts, fellow filmmakers, talk show hosts who invite her to appear on their shows and academics who invite her to lecture at their conventions, schools and other venues, as well as many other contacts that Claimant had built up over 15 years on Facebook and seven years on IG.

<sup>14</sup> “When a breach of duty has caused no appreciable detriment to the party affected, he may yet recover nominal damages.”

Specific performance is a remedy. It presumes there is liability. In this case, § 230 insulates Meta from liability because the Demand seeks to treat Meta as a publisher exercising editorial discretion. As discussed above, nothing in the Terms constrains Meta's exercise of that discretion. Thus, one never reaches the question of remedy.

Further, the remedy of specific performance would collide directly with § 230. An award directing Meta to reinstate Dr. Block's accounts would directly implicate Meta's status as a publisher. It would require Meta to publish something, creating risk of liability if it refused or otherwise failed to do so. That cannot be characterized in any way that is not barred by § 230.

#### IV. CONCLUSION

Dr. Block's claim that her accounts were terminated by Meta without sufficient cause treats Meta as a publisher, and the claim is therefore barred by 47 U.S.C. § 230.

Even if it were not so barred, the limitation clauses in the Facebook and Instagram Terms bar any financial recovery.

Accordingly, the Claim must be dismissed.

The administrative fees of the American Arbitration Association totaling \$2,500.00 shall be borne as incurred, and the compensation of the arbitrator totaling \$2,500.00 shall be borne as incurred.

The above sums are to be paid on or before 30 days from the date of this Dismissal Order and Award of Arbitrator.

This Dismissal Order and Award of Arbitrator is in full settlement of all claims submitted to this Arbitration. All claims not expressly granted herein are hereby denied.

July 30, 2024  
Date

*Thomas P. Hanrahan*

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Thomas P. Hanrahan  
Arbitrator

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EXHIBIT 5  
ARBITRATION BRIEF

*BLOCK V. META, ET AL*

EXHIBITS TO MOTION TO VACATE ARBITRATION AWARD  
PAGE 5

CASE NO \_\_\_\_\_

1 JAMES R. FELTON, ESQ. (State Bar No. 138767)  
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4

Attorneys for Claimant  
5 Dr. Susan Block  
6  
7  
8

9 **BEFORE THE AMERICAN ARBITRATION ASSOCIATION**

10  
11 DR. SUSAN BLOCK,

12 Claimant,

13 v.

14 INSTAGRAM/META PLATFORMS, INC.  
15 (FORMERLY KNOWN AS FACEBOOK,  
INC.),

16 Respondent.  
17

AAA CASE NO.: 01-23-0003-8516

**AMENDED DEMAND FOR  
ARBITRATION AND ITEMIZATION  
OF DAMAGES**

**NEUTRAL:** Thomas P. Hanrahan

18  
19 Per Case Management Order No. 1, Claimant Dr. Susan Block submits her amended demand  
20 for arbitration and itemization of damages:

21 1. The claim relates to two accounts, one for Facebook and one for Instagram: Facebook  
22 (<https://facebook.com/drsusanblock> - Susan M Block) Instagram (<https://instagram.com/drsuzy1>).

23 2. As it relates to an itemization and/or explanation of damages, Claimant provides the  
24 following:

25 Claimant has devoted countless hours, days and months – over 15 years – to documenting and  
26 sharing her life with friends, family, fans and colleagues through words, pictures, videos, art and  
27 albums on Facebook and Instagram. Without warning, all of it came to a halt.  
28

1 **Loss of Claimant's META Content**

2 Over these past 15 years, Claimant's staff costs were about \$100/week for the first 8 years  
3 when Claimant was only on Facebook, and then \$150/week for the next seven years when Claimant  
4 was on both Facebook and IG. This comes to a total of \$96,200, just for Claimant's staff to help her  
5 with posts.

6 **Loss of Claimant's META Community**

7 In fact, Claimant leads a real community called Bonoboville which is based on peace, love,  
8 sexual equality, sharing and Bonobo conservation. That continues in real life even though Claimant  
9 was banned from its META groups. Besides her participation in Bonoboville on META, Claimant  
10 also lost her other communities of Facebook and Instagram friends, family, fans, fellow Yale alumni,  
11 fellow IASHS alumni, AASECT colleagues, fellow Bonobo conservationists, fellow LA Press Club  
12 members, fellow sex therapists and sex educators, guests who have appeared on her shows and  
13 podcasts, fellow filmmakers, talk show hosts who invite her to appear on their shows and academics  
14 who invite her to lecture at their conventions, schools and other venues, as well as many other contacts  
15 that Claimant had built up over 15 years on Facebook and seven years on IG.

16 META encouraged Claimant to build a large, vibrant, digital community network and then  
17 took it all away.

18 **Communications and Commerce Losses**

19 META has monopolized so much of the social media landscape, it is an integral part of the  
20 commerce algorithm in modern times. A Facebook account is like a Social Security number, resume  
21 and contact point all rolled into one, a basic requirement for communications, verification and  
22 commerce.

23 Claimant's accounts (or lack thereof) impact every aspect of her professional and personal life,  
24 from media interviews, research projects and business ventures to academic collaborations,  
25 commercial transactions and social gatherings. Many people, businesses, researchers, major media –  
26 including talk shows, documentaries and magazines that might want to interview her about her books,  
27 human sexuality, politics, Bonobos, women's health, men's health, etc. – and schools or other venues  
28



1 who might want to contract with her to give a lecture, keynote or be on a panel – simply never find  
2 her now that Claimant is no longer on Facebook or Instagram.

3 Not having a Facebook account means not being able to do business in many areas of life or  
4 to be considered for many types of work and myriad other collaborations and opportunities. Estimated  
5 damages: \$100,000.

### 6 **Reputational Injury**

7 Claimant is a public figure. She has worked hard all her life to create an internationally  
8 respected reputation through her best-selling books, top Nielsen-rated HBO specials (seen by over 50  
9 million people around the world), acclaimed articles, documentary films, weekly radio and TV shows  
10 (since 1984), magazines, artworks, lectures, interviews, work with bonobos and other efforts.

11 Now everyone who knows her knows META deactivated her accounts. All wonder if she did  
12 something “wrong.” Moreover, META has also indirectly accused her of violating their rules by  
13 providing “sexual services.” Most people define “sexual services” as “sex work” or prostitution,  
14 which are illegal activities and in which she has never engaged. The amount of such damages to be  
15 determined by the arbitrator.

### 16 **No “Lost Business” Damage**

17 Contrary to META’s assertions in its response to the Demand for Arbitration, Claimant’s  
18 damages do not arise from loss of income and/or clients from her telephone sex therapy practice, or  
19 other parts of her therapy practice or the Dr. Susan Block Institute’s income. On the contrary, less  
20 than 1% of her telephone sex therapy practice and/or Block Institute income came from META sites.

21 Most of the traffic and income for the Dr. Susan Block Institute comes from search engines,  
22 such as Google, Bing or Baidu, due to people searching for her name, or for particular sexual subjects  
23 since my website offers lengthy, educational articles on a variety of sexual subjects that get top Google  
24 placement. The rest comes from her Google Ads and Psychology Today ads, as well as referrals.

25 Claimant never regarded nor treated Facebook or IG as revenue sources. For her, they were  
26 personal spaces where she posted about her work and sometimes included her phone number and links  
27 to her websites.

28

1 Therefore, Claimant is asking for \$75,000.00 in damages and/or the restoration of her Facebook and  
2 Instagram accounts.

3 DATED: February 20, 2024

G & B LAW, LLP

4  
5 By: \_\_\_\_\_

JAMES R. FELTON  
Attorneys for Claimant  
Dr. Susan Block



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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is **16000 Ventura Boulevard, Suite 1000, Encino, California 91436.**

On February 20, 2024, I served the foregoing document described as **AMENDED DEMAND FOR ARBITRATION** on the interested parties in this action.

by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

**SEE ATTACHED SERVICE LIST**

**BY REGULAR MAIL:** I deposited such envelope in the mail at 16000 Ventura Boulevard, Suite 1000, Encino, California. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

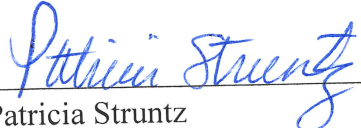
**BY OVERNIGHT MAIL:** I deposited such documents at the Overnight Express or Federal Express Drop Box located at 16000 Ventura Boulevard, Suite 1000, Encino, California. The envelope was deposited with delivery fees thereon fully prepaid.

**BY ELECTRONIC TRANSMISSION:** I caused the foregoing document(s) to be delivered in the form of an attachment by electronic transmission to the service recipient(s) at their respective electronic address(es). My email address is pstruntz@gblawllp.com.

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 20, 2024, at Encino, California.

  
\_\_\_\_\_  
Patricia Struntz

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EXHIBIT 6  
POWERPOINT PRESENTATION

# Dr. Susan Block vs. META



**“When you see something that is  
not right,  
not just, not fair,  
you have a moral obligation  
to say something,  
to do something.”**

**~ John Lewis**



# Why Am I Here?

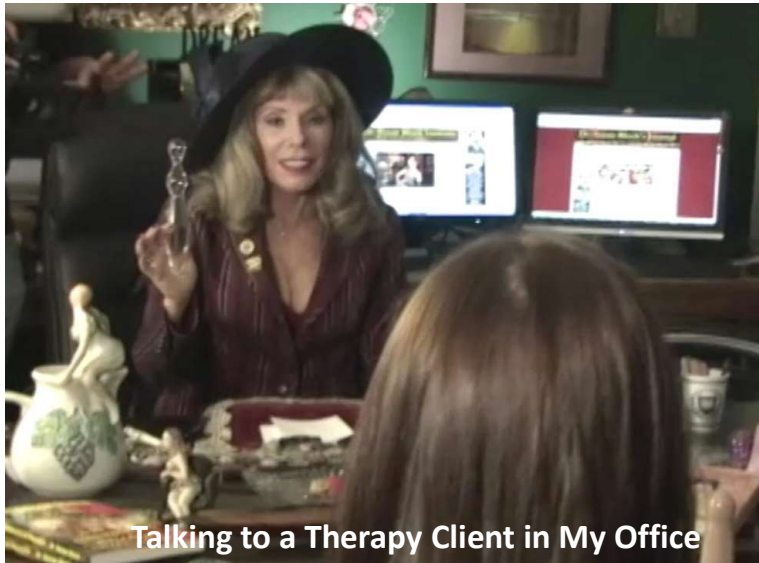


- To challenge Mark Zuckerberg and META's **unfair**, irresponsible, **inhuman** and **contract-breaching deactivation** of my Facebook and Instagram accounts.
- To demand **restoration**.
- To obtain **justice** and bring **awareness** to META concerning their **unfair** and **harmful** practice of **activating** engagement and **deactivating** accounts.

**META's algorithmic error in deactivating my accounts has done irreparable damage to my digital life, relationships, fan base, artwork, archives, my health and my reputation.**

- **Arbitration** is not court, but my hope is for a **fair hearing**. In this increasingly **technocratic**, algorithmic world, the **American justice system** is one of the last bastions of human agency and fairness.

# Fighting for What I Love

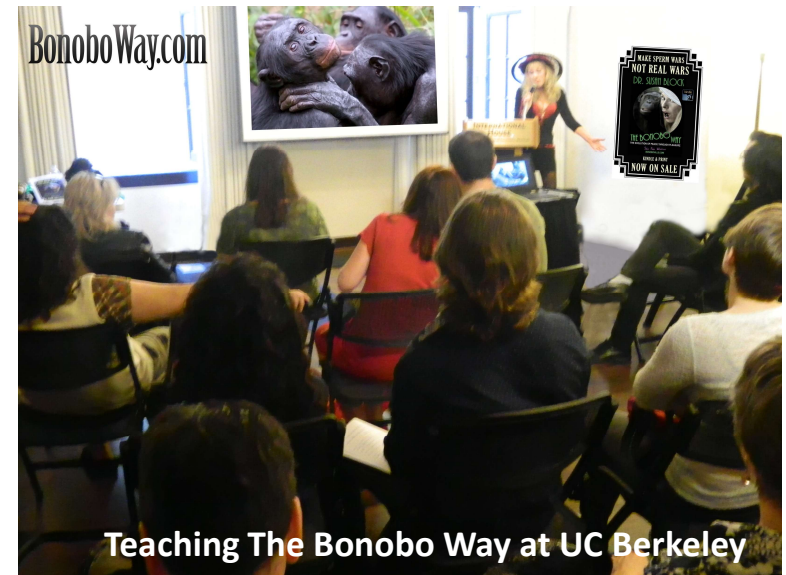


- According to [BuzzFeedNews](#), [KQED](#) and others, **META has committed this error countless times**, wrongfully deactivating and doing great damage to many other Facebook and Instagram account holders like me.
  - Sadly, **most people unfairly harmed by META cannot fight back.**
  - **I am fighting back.**
- It's true that my chances of winning against a mammoth megalopoly like META are small. I'm the **little guy** – literally and figuratively.
  - Nevertheless, my hope is that **justice** will be served, that I will get my accounts restored and my healing underway, and that META will learn a lesson and **do less harm** to all of us in the future.

# Who Am I?

- **World Renowned Sex Educator**, Cultural Commentator, Artist, Humanitarian, Philanthropist and **Sex Therapist**.
- Multi-Book **Best-Selling Author**
- **Talk Show Host** since 1984 on Radio, TV and the Internet
  - Best-known for #1 Nielsen-rated **HBO Specials**
- **Yale University Graduate** – *Magna Cum Laude* with Honors
  - Yale lecturer, helped created “**Sex Week at Yale**”
- **PhDs** in **Psychology** and **Sexology**
  - Awarded by Pacific Western University and the Institute for the Advanced Study of Human Sexuality
  - Top Contributor: **Wiley-Blackwell Encyclopedia of Human Sexuality**
- **Bonobo Conservationist** and **Peace Activist**
  - Author of ***The Bonobo Way: The Evolution of Peace through Pleasure***
- **Lecturer**: AASECT, Yale, UC Berkeley, UCLA, USC, UC Puerto Rico, Cal Tech, LA Con Center, MENSA, etc.
- Multiple Awards: “**America’s Greatest Thinker**” (Great American Think-Off), **Sexologist of the Year** (Glenny), **Best Sex Educator** (Urban), **Best of LA Radio** (LA Weekly), **Animal Activism** (DomCon), **DAR Award** (US History), **Women in Theater Award** (WIT-SF)
- Director of **The Susan Marilyn Block Foundation**
  - Non-profit org reimagining how people share resources & knowledge to create **a more peaceful world**, the Bonobo Way.
- **Married over 32 years** to pioneer of “reader-written” media publisher **Max Lobkowicz**.

Dr. Susan Block



Teaching The Bonobo Way at UC Berkeley

# Facebook & IG Grooming Begins

- **2008:** I opened my personal Facebook account.
- Enticed and “groomed” by Facebook, I created over 1500 Facebook posts throughout these past 15 years.
  - These included pictures, photo albums, videos, reels, stories, articles, artworks and shows, **95% with several comments** each.
  - I replaced real-life albums, archives, artworks, real contact books and even real friends, with digital facsimiles on Facebook.
- **2017:** I opened my personal Instagram account.
  - I posted the same type of content and comments, groomed by IG in the same way.
- **2008 – 2023:** My staff and I invested **over 50,000+ labor hours** into making Facebook and IG posts and albums of different kinds.
- All IG and Facebook posts and albums – with thousands of comments, shares and other interactions – are now gone, virtually stolen by META, creating tremendous fiscal, professional and emotional loss.



My Facebook Profile Pic



# Digital Relationships Destroyed

**2008 – 2023** Groomed by META prompts and ads, I encouraged my “real world” friends, family, Bonoboville and LA Press Club members, IASHA and Yale classmates, AASECT colleagues, bonobo buddies and fans to friend or follow me, commenting and sharing my posts and messaging me on Facebook and IG.

- I exchanged **10,000+ public comments** and **1500+ private message threads** – all now gone.
- I used META instead of calling, emailing or keeping in touch in other ways, building a **Digital Phone Book on META**, all to the ongoing benefit of META, Facebook, IG and Mark Zuckerberg.
- Over 15 years, META overpowered or bought out much of the competition, **monopolizing the social media landscape**, leaving people like me with nowhere else to go for many essential functions.
- **Exclusion from META has led to irreparable fiscal, emotional and social loss.**



One of my Yale Reunion 2022 (Class of 1977) photos, all of which disappeared, along with my classmates' comments, when my META accounts were deactivated.

# META is The Digital Commons

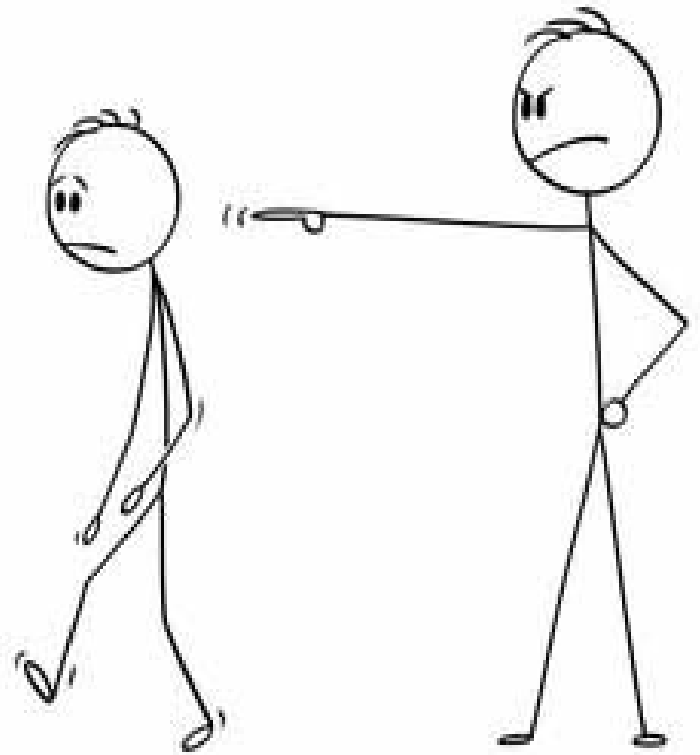
The “**Commons**” or Towns Square is historically where “common” people like me have gathered together with our communities of fellow humans to share feelings, experiences, work, milestones and ideas.



- **The META/FB/IG/Threads/WhatsApp/Zuckerberg Empire serves as an International Digital Commons.**
- Deactivation of one’s META accounts equals **Banishment from the Digital Commons,** greatly harming the **banished person** and their **friends, fans and family** – and the **general culture.**

# Groomed & Doomed by META

- For **15 years**, META enticed and **“groomed”** me to put time, money, trust and passion into **building content** and **contacts** on Facebook and IG, all of which META destroyed in an instant, without warning and without recompense, **dooming** me to **deactivation**, and adding insult to injury with defamation and **character assassination**.
- I use the term **“Grooming”** because META is behaving like a powerful, selfish, ruthless celebrity or CEO who **grooms**, **exploits**, **abuses** and then **abandons** and **insults** a trusting intern or fan, without a care for the terrible **damage** done.



# META Must Be FAIR



**“People accept authority  
when they see that it treats  
everyone equally,  
when it is possible to  
speak up and be heard,  
and when there are rules in place that assure you  
that tomorrow you won’t be treated radically  
different from how you are treated today.  
Legitimacy is based on fairness, voice and  
predictability.”**

**~ Malcolm Gladwell**



# META Rules Are Unclear & Unfair

- In any community, **there must be rules**.
- It is important that the rules are clear and fair.
- **META's** rules are **neither clear nor fair**.
- **AI's** implementation of these vague and fluid rules is even **less fair**. As AI consultant Mathieu Lemay points out in [Buzzfeed](#), "AI is far from perfect and, in fact, sort of lazy."
- Nevertheless, I always tried my best, spending **hundreds of hours** over the years with my staff designing, redesigning, checking and rechecking to make sure my posts and videos abided by Facebook and IG's constantly changing rules and guidelines.
- Having received no warnings that anything was wrong, I thought all was well.
- **Suddenly, that changed.**



# Digital Death by AI Firing Squad

My deactivation began with a **note of congratulations**.

- In **mid-May, 2023**, I received a nice private message from META congratulating me for my Facebook profile having just **surpassed 10,000 followers**, and saying that now I would need two-step verification. **Happily, I clicked “accept.”**

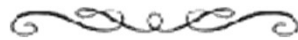


**Within moments of my acceptance of this “honor,” both my Facebook and Instagram accounts were gone.**

**deactivated**  
**deactivated**  
**deactivated**  
**deactivated**

- I was shocked and **confused**: *What just happened?* A tech glitch? A bad joke?
- **No warning** was given, no cause, no trial, no appeal – just a **firing squad of bots** that **killed** both my **Facebook** and **IG** accounts with **one digital bullet**.

# Dangers of AI Decision-Making



“With Artificial  
Intelligence  
we’re summoning  
the demon.”

~Elon Musk



# META Deactivates My META Self

The instant sentence for my unspecified crime was “**deactivation,**” aka “**termination,**” the equivalent of **digital extermination.**



- I was devastated and isolated - suddenly **cut off from Facebook and IG friends, fans, work colleagues and family – and all of my work destroyed** – in a **breach of contract** rupturing my entire digital life



The experience was – and still is - **Kafkaesque**



# META Harms through Activation and Deactivation

- Studies show META seriously **harms many people**, driving them mad, feeding **depression, isolation and addiction**.
- META harms by **activating** you to stay on and rely on its sites.
- After **activating**, META further harms when it **deactivates** you.



Calif Attorney General  
Rob Bonta stated...

Facebook harms mental  
health, work-flow,  
personal relationships  
and reputations.

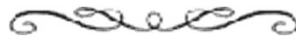
**Los Angeles Times** LA Times Today: California sues  
Facebook parent Meta over alleged harm

In 2021, whistleblower Frances Haugen alleged that Facebook knowingly amplified harmful content on its platforms and harmed teenage users. Now, several states, including California, have filed a lawsuit against Facebook and Instagram's parent company Meta over its impact on young users' mental health.

Senator Lindsay Graham said: **“Mr. Zuckerberg, you have blood on your hands...  
You have a product that’s killing people.”**

Uvalde victims’ families sued META for **activating violence** in “socially vulnerable”  
young men like the gunman.

# Why does META Muzzle?



**“Freedom to think  
as you will  
and to speak as you think  
are means indispensable  
to the discovery and  
spread of political  
truth.”**

**~U.S. Supreme Court Justice  
Louis Brandeis**



# META Responds to My Lawyer

It took an attorney with an IG connection, James Felton, to get a reply...

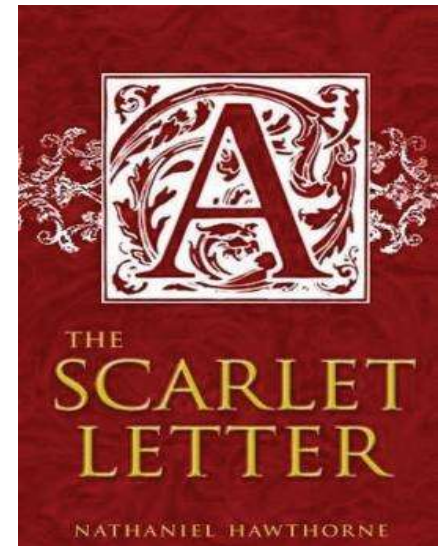
- I was grateful, though it seemed unfair that **only someone with a lawyer can reach META** about being **robbed of their life's work and social media support system**.
- META's Mayer Brown LLP lawyer claimed **my account was disabled because** I had posted content about my work as a sex therapist, in which I **practice sex therapy over the phone**, aka "phone sex therapy," with the hashtag **#phonesextherapy**.
- What? Suddenly, a hashtag I'd used on Facebook and IG for **15 years without a strike or warning** caused deactivation of both accounts?
- It made **no sense**.
- **Neither #PhoneSexTherapy nor "phone sex therapy" were listed as forbidden** in META guidelines for either Facebook or IG. How was I to know not to use them?
- It seemed clear that META had **breached its contract**, and that this "reason" was **manufactured retroactively** by lawyers trying to defend a bot's bad "decision."



My last META image before deactivation was this banner for my radio show

# Sexual Services?

- Ms. Anderson's letter accused me of “violating the Guidelines, which prohibit users from offering sexual services.”
- I have never in my life offered or provided “sexual services.”
- I am not now – nor have I ever been a “sexual services” provider.



It is common wisdom that “sexual services” means “sex work.”

META is trying to brand me with a “Scarlet Letter” – commonly called “slut-shaming” - implying that I am a “sex worker,” which is incorrect, defamatory character assassination.

# Defamatory Purgatory



**“Defamation  
is the living  
death.”**

**~Thomas Carlyle**



# Sex Worker vs. Sex Therapist

“Sexual services” usually means “sex work.”

- I have **great respect for sex workers**, and I have **interviewed** many on my show.
- Like [52%](#) of Americans I believe most consenting adult sex work should be decriminalized.
- However, **I am not a sex worker.**

Psychology Today

Find a Therapist ▾

Get Help ▾

SEX

## Sex Therapists Are Not Sex Workers

**I am a sex therapist, sex educator and researcher. There is a big difference, first in that everything I do is legal. Sex work, in most states, is illegal.**

- Sex workers provide “sexual services”; that is, they have **physical sex** with clients. I **only talk** about sex with clients - on the telephone.

**I call it telephone sex therapy or tele sex therapy or phone sex therapy.**

# Sex Talk vs. Sex Work

- If by “sexual services,” META lawyers mean **I TALK about sex**, that is true.
- Talking about sex is **not** offering “sexual services”
- I am a world-renowned sexologist, author, educator, researcher, media personality and sex therapist.
- **Practicing Sex Therapy does not violate META “Terms of Use.”**



There are many other sex therapists (like Dr. Shannon Chavez above) and other professionals who talk about sex on META

There are hundreds, if not thousands of **other sex therapists**, sexologists, sexperts and sex educators on IG and Facebook, posting a wide variety of types of content. If META bots deactivated my accounts for my sex therapeutic work, then I have been **subject to** extremely **unfair treatment**.

# Phone Sex Therapy

## What about the fact that I conduct sex therapy over the phone?

- It's been documented in many articles and shows that **I pioneered** the practice of **“phone sex therapy,”** aka **sex therapy over the phone,** **tele-sex therapy** or **telephone sex therapy.**
- I prefer the term **“telephone sex therapy,”** but due to character limits – I have often used the #PhoneSexTherapy hashtag to connect my current post with my other posts.
- **It was no problem for 15 years on META** until mid-May, 2023 when my Facebook and IG accounts were simultaneously deactivated without warning.





# Less than .05% of My Therapy Traffic Came from Social Media

- **If I'd been warned** that #phonesextherapy, "Phone Sex Therapy" or anything else I was posting was against META's guidelines, I wouldn't have posted it. But **I was never so advised, warned or informed.**
- Not using these terms would have been fine with me. **I would not have "lost business," as META lawyers have stated** snidely and **without evidence**, again disparaging and defaming my work.

**Less than half of 1% of my therapy site traffic came from Facebook, IG or other META sites.**



Notes on my therapy clients and members of my Bonoboville, Yale and AASECT networks are kept in card boxes like these, some of which go back **35 years**. No records are on the Internet to protect their personal data.



This graph shows that over the past five years **less than 0.5%** of my website traffic came **from "social media"** – which includes Facebook and IG, along with YouTube, X/Twitter, Academia, Substack, LinkedIn, etc. So... not much!

# Where did Most of Therapy Traffic Come from? Google.

- **70%** of my phone sex therapy traffic comes from **Google searches** for **my name** and **sex-oriented topics** and **20%** from **Google Ads**.
- **Google Ads is very strict & would not advertise DrSusanBlockInstitute.com if it was for “sexual services” or “phone sex.”**
- Since I started advertising with Google Ads in 2006, rules have changed, as META’s have, but **Google Ads never deactivated my account**, as META did.
- Google Ads **gives me a chance to make changes** to fit the **new rules**, as META should (but doesn’t).

The screenshot shows a Google search for "phone sex therapy dr. susan block". The search results include:

- Sex Institute** (https://drsusanblockinstitute.com):
  - Call (626) 461-5950
  - Sex Institute · Need to Talk about Sexuality? - Sex Therapy by Phone 24/7
  - Help with Intimacy, Kink, Relationship Therapy, Unusual Fetishes, Roleplay. \$3.50/min. Something you need to talk about, but can't with anyone else? You can talk to us. Call now
  - Visit website
  - Edit ad
- DrSusanBlock.com** (http://www.drSusanBlock.com):
  - Phone Sex Therapy
  - NEED TO TALK? Call now. We're here for you. 213.291.9497. free hit counter. Specializing in Advanced Telephone Sex Therapy & The Erotic Arts & Sciences ...
- Dr. Susan Block Institute** (https://drsusanblockinstitute.com):
  - Dr. Susan Block Institute - Official Website of the Dr. Susan ...
  - For more information, call our recorded line. 213.291.9497. We're available 24/7, including all holidays. Sign Up For Therapy ...
  - Therapists · Phone Sex Therapy · Webcam Sex Therapy · Sext Therapy

Above are some of my Google Ads & Google Search Results that account for **90%** of my telephone sex therapy business traffic

# “Psychology Today” is 8% of My Therapy Business

- About **8%** of my phone sex therapy traffic come from my ads in **Psychology Today**.



I take an integrative approach to sexuality and sex therapy, utilizing a broad variety of conventional and revolutionary techniques and therapies to help you find and cultivate joy, love, sensuality, sensitivity, excitement, confidence, understanding, physical and emotional intimacy, orgasmic satisfaction, positive communication, fulfillment and peace. [Psychology Today](#)

A screenshot of a Psychology Today profile for Susan M Block, PhD. The profile includes a search bar at the top, navigation tabs for Therapists, Online Therapy, Psychiatrists, Treatment Centers, and Support Groups, and a breadcrumb trail: Home &gt; California &gt; Beverly Hills. The profile features a profile picture of Susan M Block, her name, her PhD, and a verification badge. A bio states: "I am a sexologist as well as a sex therapist in private practice for over 25 years. I can help you with any aspect of your sexuality. I conduct most of my sessions over the telephone, so I have clients around the world, as well as around the block. I'm also the bestselling author of several books including Advertising for Love, The 10 Commandments of Pleasure, Being a Woman and The Bonobo Way: The Evolution of Peace through Pleasure." To the right, there is a "Let's Connect" section with a phone icon, the number (626) 415-0359, and an "Email me" button. Below that is a "My Practice at a Glance" section with icons for location, phone, and social media, listing "Beverly Hills, CA 90211" and "(626) 415-0359", and buttons for "Email me", "My website", and "Share". A bio section follows, stating "I specialize in Sex Therapy, Relationship Issues, and Bisexual" and "I see individuals, couples and groups". At the bottom, there is a video player with a play button and a caption: "Please watch my video to learn more about me and my practice." with a video thumbnail.

- *Psychology Today* has a rigorous vetting process and would not let me advertise if there was any indication that I was a “sexual services” or “phone sex” provider.

# 95% of My META Content is NOT Phone Sex Therapy

**WHY** don't I get much therapy traffic from META? **I'm not trying to!** References to my therapy practice made up **less than 5% of my META content**. The other 95% includes...

- Current events
- Bonobos
- Interviews
- Podcasts
- Books & Articles
- Lectures
- Artwork
- Yale Reunions
- Friends & Family
- Travels
- Holidays
- Milestones & More



I posted 100s of photos, shows and essays about Bonobos – now all gone

When I say **META's deactivation has caused me over \$75,000 worth of damage**,  
It has almost nothing to do with my business (about 5%);

**It has to do with my entire life.**

# My Lectures on META (all gone)



My Lecture at UC Berkeley on Monogamy & Polyamory



My Talk at AASECT Conference on Inclusivity



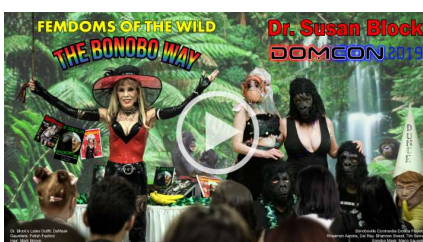
My Roundtable at YALE: "Peace, Love, Bonobos"



My Keynote Speech at Univ. of Puerto Rico



My Bonobo Way Speech at Female Empowerment Forum



My Lecture on The Bonobo Way of Peace through Pleasure



My Healthy Sexuality Talk at the LA Convention Center



My DomCon Talk on How to "Make Kink Not War"

**15 years worth of my lectures which have nothing to do with phone sex therapy – along with thousands of comments, links, shares & other community interactions - all deactivated on Facebook & Instagram.**

# My Interviews & Documentaries on Bonobos



My interview with Harvard anthropologist Dr. Richard Wrangham



My interview with Duke Univ. primatologists Vanessa Wood & Dr. Brian Hare



My documentary "Opera For Bonobos" filmed at the San Diego Zoo



My interview on Bushmeat Hunting with Dr. Tony Rose



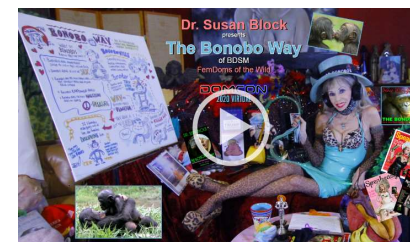
Lana & Me: A film about my friendship with a bonobo



My show on WYBC-AM Radio at YALE on Bonobos & Sex Week at Yale



The Bonobo Way Documentary



DomCon interview with me on The Bonobo Way

**15 years** worth of my **interviews & documentaries** – that have nothing to do with phone sex therapy – along with **thousands of comments**, shares and other community interactions - all deactivated on Facebook and Instagram.

**1000s of Hours of Work – LOST – STOLEN by META from me and my community.**

# So... WHY Phone Sex Therapy?

- It's **safer** for the client and the therapist than in-person therapy.
- More **convenient, comfortable** and **private**.
- **Easier** to talk about sensitive subjects.
- **Better for the environment** (nobody has to drive anywhere).
- **Available to anyone** with a phone **worldwide**.

## Phone Sex Therapy



This is the so-called \*reason\* for META's sudden **outrage** and deactivating **rampage** against my Facebook and IG accounts?

In **1992**, I started providing **sex therapy sessions over the phone**. I called it **“telephone sex therapy,” “tele-sex therapy” or “phone sex therapy.”**

# Telephonic Magic



**“The telephone  
gives us  
the happiness  
of being together  
yet  
safely apart.”**

**~Mason Cooley**





# Changes in Sex Therapy Practices

In the early **1990s**, my “phone sex therapy” practice was very **unusual**.

- **Not many of my colleagues conducted therapy over the phone in the 1990s.**

- But just as META’s guidelines have **changed** over the years, so has the practice of sex therapy.

- In the 2000s, **conventional therapists and medical doctors** started **referring** their **clients** with **sexual problems** to me.

- In the **pandemic**, **EVERYONE** did sex therapy by phone, webcam and texting; and most haven’t stopped.

- Various kinds of professional “**telephony**”— **tele-medicine and tele-law**, as well as **tele-therapy, phone therapy and phone sex therapy**—are now as common as in-person sessions.

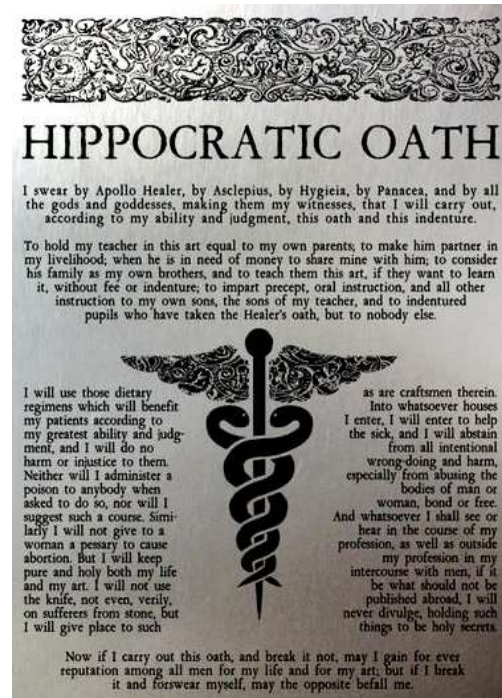
- **Over 75%** of my **colleagues** are now **discovering** what I’ve known for **30 years**: **phone sex therapy works best** for helping clients with many **intimacy issues**.



# Hippocratic – Not Hypocritical

- Therapists have **different specialties and boundaries**.
- My clients can **talk** with me **about anything**. I'm not the 'thought police.' I'm a facilitator for safe **therapeutic discussion**.
- I believe in the **therapeutic value of talking** with someone who can help you handle your feelings in a **safe and shame-free space**.
- This guiding principle is at the heart of the **Hippocratic Oath** & the bedrock of counseling.
- **Talking** about “**taboo and unacceptable thoughts**” with a good therapist **reduces violence & saves lives**, according to a [2022 Cambridge University study](#).
- I've written **books & articles** about **the value of talking about sex**, given lectures & spoken about it on many programs, including my own.

Is it just “**phone sex**”? **No**. Just because you put the words "phone" and "sex" together doesn't make it just "phone sex" - especially when qualified as "**phone sex therapy**.”



# “What Can We Talk About?”

META Lawyers point to this page to try to say I “offer sexual services”

- These are **not** “sexual services.”
- These are **subjects we can talk about.**
- These topics are all in answer to the title question, “What Can We Talk About?”
- **It’s NOT “What Kind of Sex Can We Have?”**
- This page is **not linked** directly to or from any META site & (due to language) is preceded by a **WARNING** page.



*The Dr. Susan Block* HD  
**THE DR SUSAN BLOCK INSTITUTE**  
FOR THE EROTIC ARTS AND SCIENCES

**SITE MENU** Home About Therapies Sex Calls Technicals FAQ Now Accepting Clients Zilla Sign Up Contact

### What Can We Talk About?

You can talk with the telephone sex therapists of the Dr. Susan Block Institute about anything you like. No topic is too taboo. Look over the lists of subjects below under “Sexual Issues” and “Erotic Pleasures,” if you need some ideas. As you can see, there is quite a bit of overlap among the topics, and we deal with more subjects than we could possibly list. You may need to talk about several different subjects in one session. Perhaps you want to discuss some serious sexual issues in your life as well as enjoy an erotic phone sex fantasy. That’s fine and usually very beneficial to your sexual health in numerous ways. There are no limits on what you can discuss or how you and your therapist talk in your private telephone or webcam session. Though each one of our therapists doesn’t specialize in every kind of subject, we have a large team working with the Institute, and we can almost always find a therapist suited to your specific needs and desires.

And yes, you can masturbate, if you want, during telephone sex therapy sessions. And no, despite the proliferation of interesting options on the Internet and beyond, there is no other phone sex or phone therapy service quite like ours.

### Phone Sex Therapy Treatments & Lessons

Learn Over 100 Ways to Enhance Your Sexual Life & Erotic Pleasures

<b>Sexual Issues</b> <a href="#">Understanding Your Sexual Nature and How to Live with It</a> <a href="#">Exploring Your Erotic Fantasies</a> <a href="#">How to Find the Lover of Your Dreams</a> <a href="#">Understanding Your Partner's Fantasies</a> <a href="#">Dealing with Your Fears and Desires</a> <a href="#">How to Express Your Erotic Nature</a> <a href="#">How to Explore Your Sexual Fetish Erotically and Safely</a> <a href="#">How to Share Your Fantasies with Your Partner</a> <a href="#">How to Liberate Your Inner Bonobo</a> <a href="#">Childhood Influences on Your Sexuality</a> <a href="#">Relationships and Sex</a> <a href="#">Families and Sex</a> <a href="#">Work and Sex</a> <a href="#">Politics and Sex</a> <a href="#">Money and Sex</a> <a href="#">Religion and Sex</a> <a href="#">Art and Sex</a> <a href="#">Cuckoldry</a> <a href="#">Trust Issues</a> <a href="#">Fear &amp; Sex</a> <a href="#">Sexual Wellness</a> <a href="#">Religious Sexual Abuse</a> <a href="#">How to Channel Erotic Inspiration</a>	<b>Erotic Pleasures</b> <a href="#">How to Have Phone Sex</a> <a href="#">Straight Phone Sex</a> <a href="#">Lesbian Phone Sex</a> <a href="#">Gay Phone Sex</a> <a href="#">Bisexual Phone Sex</a> <a href="#">Transsexual Phone Sex</a> <a href="#">Threesome Phone Sex</a> <a href="#">Cuckold Phone Sex</a> <a href="#">Orgasmic Phone Sex</a> <a href="#">Bukkake Phone Sex</a> <a href="#">Kinky Phone Sex</a> <a href="#">Scary Sex</a> <a href="#">Intelligent Phone Sex</a> <a href="#">Sensuous Phone Sex</a> <a href="#">Romantic Phone Sex</a> <a href="#">Personalized Phone Sex</a> <a href="#">The “Girlfriend Experience”</a> <a href="#">The “Porn Star Experience”</a> <a href="#">Strip Tease</a> <a href="#">Hot Girls</a> <a href="#">Masturbation</a> <a href="#">Fantasy Roleplay</a> <a href="#">Hot Chat</a> <a href="#">Pillatio</a> <a href="#">Cunnilingus</a> <a href="#">Fingering</a> <a href="#">Erotic Teasing</a> <a href="#">Bondage</a> <a href="#">Hot Sexual Intercourse</a>
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**LISTEN TO YOUR DOCTOR**

**What can we talk about?**

New Calls with Dr. Susan Block

Get in touch with us

**Sign Up for Therapy**

**U.S.A. & International**  
1.213.291.9497

**Australia**  
(07) 3177 5400

**Canada**  
1.866.207.7521

**South Africa**  
+27.10.100.3058

**Mexico**  
05.585.256.466

**United Kingdom**  
020.710.194.30

**Singapore**  
8001301602

**Skype**  
213.599.7398

**Southampton, New York**  
631.268.2005

You may also call us at **213.291.9497** and we will call you back anywhere in the world!

The Therapists

View some of our Therapists

Articles

View All Articles

Learn Anyone

**What can we talk about?**

Sexual Wellness  
Religious Sexual Abuse  
How to Channel Erotic Inspiration  
How to Get What You Want In Sex.  
Love, Life and Death  
Orgasmic Fulfillment  
Orgasm Difficulties  
Masturbation Issues  
Masturbation Technique  
Mutual Masturbation  
Safe Sex in Dangerous Situations  
Ejaculation Control  
Erectile Difficulties  
“Sex Addiction”  
Body Image Issues  
Shyness  
Exploring the Clitoris  
Low Sexual Desire  
Dealing with Your Partner's Low Sexual Desire  
**Penis Size Concerns**  
Enhancement of Arousal  
Virginity Issues  
Exploring Pain/Pleasure Dynamics  
How to Find the Erotic Elements in Everyday Life  
Dealing with Sexual Illness and Injury  
Sex and Physical Handicaps  
**Trying “The Lifestyle” (Learning to Swing)**  
**How to Increase the Passion in Your Marriage**  
Eros and Thanatos  
How to Develop Your Sexual Communication Skills  
How to Talk about Sex with a New Lover  
Spouse  
**How to Give Great Oral Sex**  
What You Should Know About Dominatrixes  
What You Should Know About Prostitutes  
What You Should Know About Druggies  
How to Seduce the Lover of Your Dreams  
**How to Lose Your Virginity**  
Premature Ejaculation  
Different Sexual Positions for Different Pleasures  
Sexual Anatomy Lesson  
**How to Deal with Extra-Marital Affairs**  
Your Own or Your Partner's  
How to Explore Your Feminine Side  
How to Explore Your Masculine Side  
Using Your Sexuality to Enhance Your Creativity  
**Why Women Should Explore Phone Sex**  
How to Explore Your Submissive Side

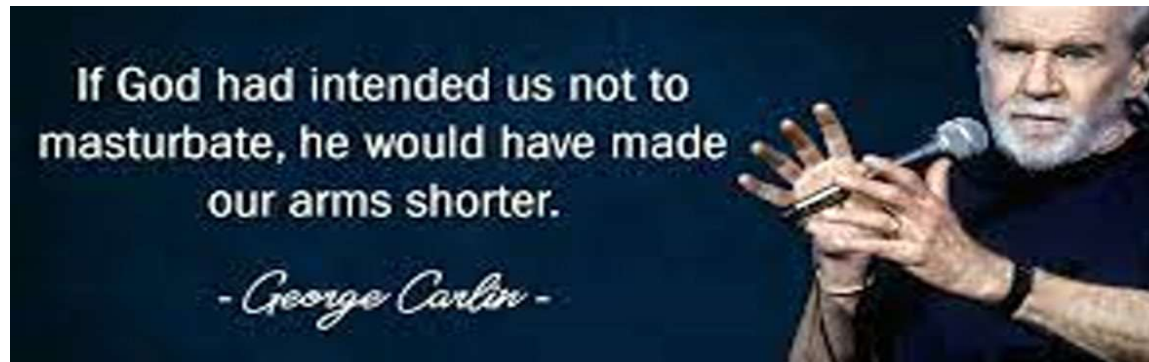
**Fingering**  
**Erotic Teasing**  
**Bondage**  
**Hot Sexual Intercourse**  
**Doggy-Style**  
**Woman on Top**  
**Missionary Position**  
**Analagus (rimming)**  
**Anal Sex**  
**Goddess Worship**  
**Sadomasochism**  
**Bondage & Discipline**  
**Phone Bondage**  
**Swinging**  
**Dressing Up**  
**Abduction Fantasy**  
**Medical Fantasy**  
**Smoking**  
**Intruder Fantasy**  
**Leather**  
**Latex**  
**Lady Boys**  
**Rubber**  
**Par**  
**Foot Path**  
**Water Sports**  
**Female Ejaculation**  
**Frottage**  
**Erotic Teasing**  
**Nipple Play**  
**Crossdressing**  
**Spanking**  
**Catfight Fantasy**  
**Dominance**  
**Surrender**  
**Hot Dirty Nasty Talk**  
**Romance**  
**Lingerie Play**  
**High Heels**  
**Boots**  
**Stockings**  
**Pantyhose**  
**“She-Male” Fantasy**  
**Fanties**  
**Jelousy Fantasies**  
**Underwater Sex**  
**Vibrator Play**  
**Dildo Play**  
**Butt Plug Play**  
**Group Sex Fantasy**  
**Slave Training**  
**Cuckold Fantasy**  
**Presidential Sex**  
**Genital Torture**  
**Exhibitionism**  
**Veveyanism**  
**Cannibal Fantasy**  
**Satanic Fantasy**  
**Infantile Fantasy**  
**Shoe Worship**  
**Interracial Sex**  
**Playin' Doctor**  
**Beach Party**  
**Conensual Gangbang**

**Advertising for Love**  
How to Play the Personals  
Susan Block

**HUMAN SEXUALITY**

# Importance of Healthy Self-Pleasure

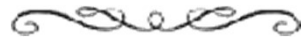
*“If God had intended us not to masturbate...”*



- Do people touch themselves when they talk to me? I don't know as **we're on the phone**, so I don't see them.
- Regardless, there is **nothing wrong, illegal or inappropriate** about **masturbation in private**, & they are in private. **Unlike META**, I can't – and wouldn't - invade their privacy.

**Self-pleasure is healthy for everyone, as any sex therapist, sex educator, Healthline and almost any doctor will agree.**

# Independent Thoughts



**“Why does the acceptance of  
masturbation  
seem to threaten  
the very foundation  
of our social structure?  
Could it be that  
independent orgasms  
might lead to  
independent thoughts?”  
~Dr. Betty Dodson**



# Masturbation Education

## U.S. Surgeon General Dr. Joycelyn Elders

...said masturbation should be **“taught”** as a form of safer sex.

- Some people **misunderstood** her (like META misunderstands me), and President Bill Clinton fired her.
- Detractors insinuated that she meant teachers should masturbate students. Not true!
- Sex educators and reasonable people knew she simply meant that **masturbation should be discussed** as a viable form of **safer sex**.



- Bill Clinton should never have fired Dr. Elders;  
**he should have heeded her advice.**
- Mark Zuckerberg should never have deactivated my accounts;  
**he should restore them now.**

# Clients With Disabilities

**Many of my clients are disabled in some way.**

- About **30%** of my clients have **medical problems**, such as cancer, paralysis, heart disease, diabetes, autism, schizophrenia, bipolar disorder and other disabilities.

- About **40%** of my clients are **veterans of America's wars**. Some have lost limbs or suffer from crippling PTSD.

- **Should we as a society deny disabled people their rights to their own sexuality which most of us take for granted?**



- Such **denial** tends to lead to **depression, anxiety, isolation** and/or **violence** to oneself or others, according to a National Institute of Health [\(NIH\) study](#).
- About **30%** of my clients come from **very religious** backgrounds and need help separating scientific facts from religious superstitions about sex. They may not be disabled, but they are deeply **disadvantaged** by **sexual ignorance**, delusions and **dangerous misconceptions**.

# Guided Sex Education for Women

META tries to point its finger of shame at “[Guided Masturbation Therapy](#).”

**Therapeutic** guided masturbation, masturbation meditation, or “**medibation**” are forms of **phone sex therapy** where the therapist **verbally instructs** the client in how to breathe deeply, relax, touch “erogenous zones,” use accessories, focus on goals, explore dreams, traumas, fears, fantasies or memories, and practice safer sex.

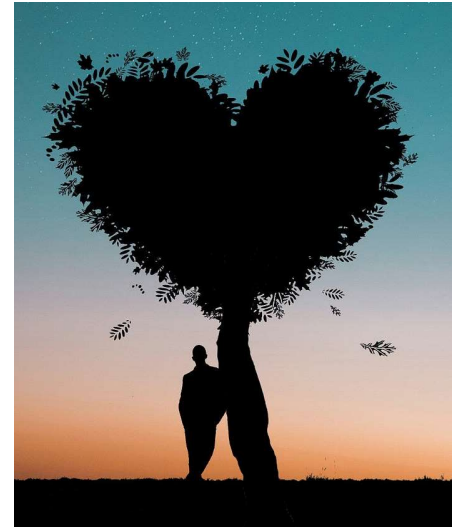


- **Women:** Many women need to **learn** how to have orgasms; it doesn't come naturally to us, according to an [IJHRBA study](#) and other sources. Women may suffer from **vaginismus**, other **physical or mental disabilities**, **trauma** or a **lack of sex education**. A book can help, but not everybody can **learn** from reading, and most people are uncomfortable with **learning in person**.



# Guided Sex Therapy for Men

- **Men:** According to the Cleveland Clinic, 30-40% of men experience **premature ejaculation (PE)**. I help men with PE to **learn** to slow down, using the **stop-start technique**, which many sex therapists use, and is **easier to guide over the phone** than in person. It's also easier to help men suffering from **Delayed Ejaculation** over the phone.



- I also help men who suffer from **diabetes, testicular cancer, stroke, heart disease, fibromyalgia, troublesome fantasies & traumatic memories, PTSD, autism or prostate surgery**, to **learn** to rediscover or reformulate their pleasure points.

- **Telephony & videotelephony** are ideal media to conduct these types of **guided sex therapy**, guided sex education or just **guided learning**.

# Couples Therapy & Trans Clients

- **Couples:** Many couples need to **learn to communicate** more clearly about giving and receiving pleasure, as well as how to avoid or handle pain during sex, or introduce a new fantasy, fetish, sexual position or lifestyle change. I also do this in person, but it's **easier and less awkward to conduct couples sex therapy by phone.**



- **Trans:** About 8% of my clients have an interest in gender transitioning. Through discussion, directed research and **guided** phone sex therapy, I help **trans-curious** adult clients to **determine if it's \*just\* a fantasy** or fetish, or if they really want to physically transition, in which case I might refer them to an **endocrinologist** for possible hormone treatment.

More of my colleagues are now discovering what I've known for over 30 years: **phone sex therapy is best** for many sexual issues. Many more **conventional therapist colleagues and medical doctors refer their clients with sexual problems to me.**

# The Phone Sex Therapy EXPERIENCE

Though just a conversation, a phone sex therapy session can be a **powerful, immersive, transformative, life-changing EXPERIENCE** - via phone, webcam or sext therapy.

**THE DR SUSAN BLOCK INSTITUTE**  
FOR THE EROTIC ARTS AND SCIENCES

Home About Therapists Sex Calls Testimonials FAQ How Amazing! Health Zine Sign Up Contact

Therapists

**Sex Therapists at The Dr. Susan Block Institute**

In keeping with *The Girlfriend Experience*, our eclectic and sex-positive evolutionary approach to life and sex therapy, since 1971, our therapists specialize in a wide variety of expertise and special interests.

From *pornstars* with Ph.D.'s like Dr. Block to *sex practitioners*, registered nurses, *porn film stars*, artists, actors, schoolteachers, masseuses, sex toy specialists, *hustlers*, *figures*, *dominatrixes*, *volunteers*, *sex therapists*, and, of course, regular guys and girls-and-gals, we're here to help you.

To speak with the therapist of your choice, please call us (we're here 24/7!) at 213.291.9497.

Sign Up For Therapy

**Dr. Susan Block**  
INSTITUTE DIRECTOR, SOCIETY CHAIR  
Institute Director, Susan M. Block, Ph.D., aka "Dr. Suzy" is the world's preeminent telephone sex therapist, sexologist of the year, sexuality talk-show host, and erotic hypnotist.

Learn more about Dr. Suzy  
Call The Dr. Susan Block Institute & Ask For Dr. Suzy! 213-291-9497

OUR THERAPISTS

Kelly Chanel Amy

## "The Girlfriend Experience"

Get in touch with us

Sign Up For Therapy

U.S.A. & International  
1.213.291.9497

Australia  
(07) 3177 5400

Canada  
1.866.207.7521

South Africa  
+27.10.100.3058

Bookstore

DR. SUSAN BLOCK

- The **"Girlfriend Experience"** (GFE) helps clients to learn to talk to current or future partners about sexuality, fantasies or other sensitive topics via a GFE with a therapist.
- The **"Porn Star Experience"** gives clients a chance to talk with and learn from knowledgeable adult performers.

Barbie Raina Ava

Melody Camila Heather

Sasha Maxine Rachel

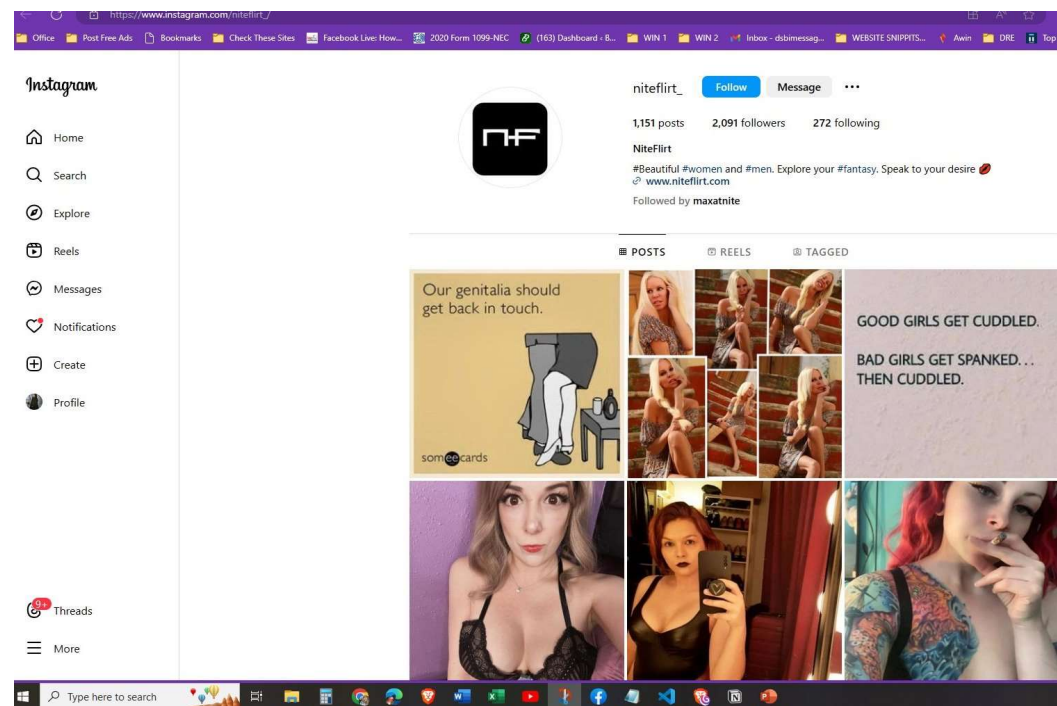
Roxie Elena

Bonnie Delilah Jasmine

As we face **draconian crackdowns** on **sex-positive speech** in **schools, libraries and media**, people have even **greater needs for help** with sex questions and problems, another reason it is **important for META not to deactivate** accounts like mine.

# Fairness Question: Why Is Niteflirt on META?

- Even if META refuses to accept that “phone sex therapy” is the best approach to most issues in sex therapy, they need to restore my accounts for the sake of **fairness**.
- **Many people and accounts offer phone sex on Facebook and IG.**
- META allows famous phone sex company **Niteflirt** to maintain an Instagram account, enticing IG users to call them for phone sex.
- No therapy involved. **Just phone sex.**



**“1-800-phonesexy,” “Sexy Girls,” “Webcam Girls,” “xx1800sextalkxx,” “DM Me for Price for Sex”** and many others like them are on META sites.

# Why is 1-800-PhoneSexy on META?

The image shows a screenshot of an Instagram profile for '1800phonesexy'. The profile has 12 posts, 144 followers, and 43 following. The bio includes the phone number '1-800-PHONESEXY', a call number '18007466373', and a website 'phonesexy.com'. The grid of posts features various images of women in lingerie, some with text overlays like 'PHONESEXY' and '1-800-746-6373'. A hand icon points to the profile name. To the right, another Instagram profile 'niteflirt\_amberlynn' is shown with 3 posts, 27 followers, and 7 following. Below it, a post from 'sex\_girl\_boking\_on' is visible. A grid of images at the bottom shows women in lingerie with text overlays like '1-800-863-8178 EXT: 10340283'.

With the ongoing presence of 1-800-PhoneSexy and others on Facebook and IG, META's reference to "phone sex" in "phone sex therapy" as a "reason" for deactivating my accounts is patently **unfair** and a **breach of contract**.

# META Must Be FAIR



**“We tend to think  
that equality  
is about treating  
everyone the same,  
when it’s not.  
It’s about fairness.  
It’s about equity of access.”  
~Judy Heumann**



# Fairness is Next to Lawfulness

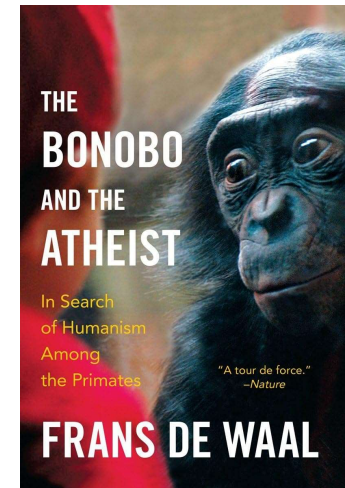
- In my **studies of bonobos**, I learned the importance of **fairness**. It is just as vital to bonobos that they get their “fair share,” and that they are treated equally, as it is to us.
- Fairness isn’t always be possible, but it is a basic tenet of what I call “the Bonobo Way.”



Bonobo Lana and me communicating \*by foot\* at the San Diego Zoo

“We are fair not because we love each other or are so nice, but because we need to keep the cooperation flowing.”

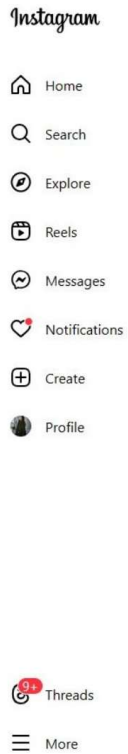
~Dr. Frans de Waal



Dr. Frans de Waal quoted me in [The Bonobo and the Atheist](#)

- **Fairness is next to lawfulness**, and it is **essential to any “rules-based orders”** among **social creatures like bonobos, dogs and humans**.

# Why is 1-800-PhoneSexy on Instagram & I'm Not?



**Why is Niteflirt Girls Phone Sex on Facebook and 1-800-PhoneSexy on Instagram when I'm not allowed on either?**

Phone Sex, Sex Work and Sexual Services are all over META. I'm not doing any of this, but I was deactivated, and they're not. **How is that fair?**



# “Niteflirt Girls” are all over on Facebook

The image displays three screenshots of Facebook pages for 'Niteflirt Girls'. The top-left screenshot shows the main profile page with an 'Intro' section stating 'The hottest women and men give us a call and speak to their "Desire" or spend some time in our studio.' It features a 'Photos' gallery with several images of women in lingerie. The top-right screenshot shows a post from 'Niteflirt Girls' featuring a woman in a black bra and white shirt. The bottom-left screenshot shows another profile page with a 'Niteflirt' logo and a woman in a black dress. The bottom-right screenshot shows a post from 'Niteflirt Girls' with an 'Intro' section that reads 'Unlock your deepest desires & indulge in uninhibited conversations on Niteflirt.' and a 'Photos' gallery with images of women.

# “Sexy” Titillation vs. Sex Education

Why is Sexy\_Girls\_ WebCam Girls allowed on META – but Not Me? 

- **Titillation** is all over Facebook and IG: many models wear next to nothing, enticing the viewer to partake in **phone sex** or **real (illegal) “sexual services”** of various kinds.
- There is **very little sex education**, especially in terms of sexual pleasure. So, people **seeking help with sex education just see nudity and titillation**.
- Nothing wrong with nudity and titillation! I like it too - but not at the expense of substance and sex education.
- The **hypocrisy** of letting Niteflirt, 1-800-phonesexy, etc. proliferate on Facebook and IG while deactivating my accounts is **outrageous and unfair business practice**.

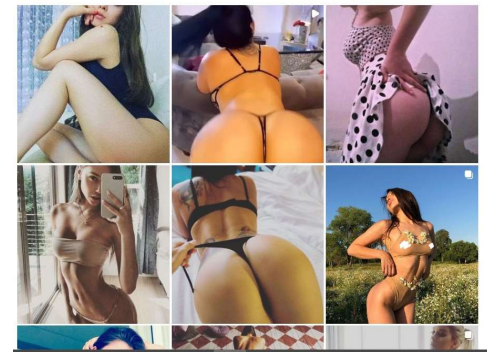
Instagram

- Home
- Search
- Explore
- Reels
- Messages
- Notifications
- Create
- Profile

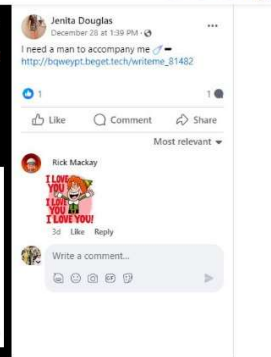
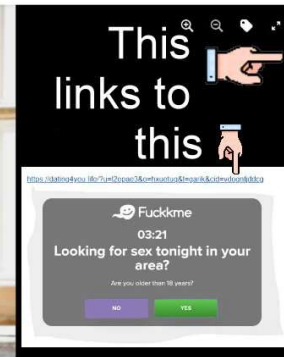


sexy\_girls\_13.73

12 posts 664 followers 0 following  
WebcamGirls  
Follow me



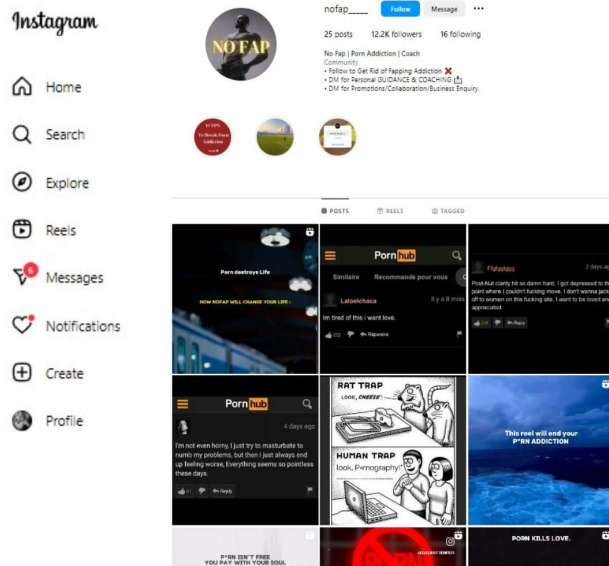
Search Facebook



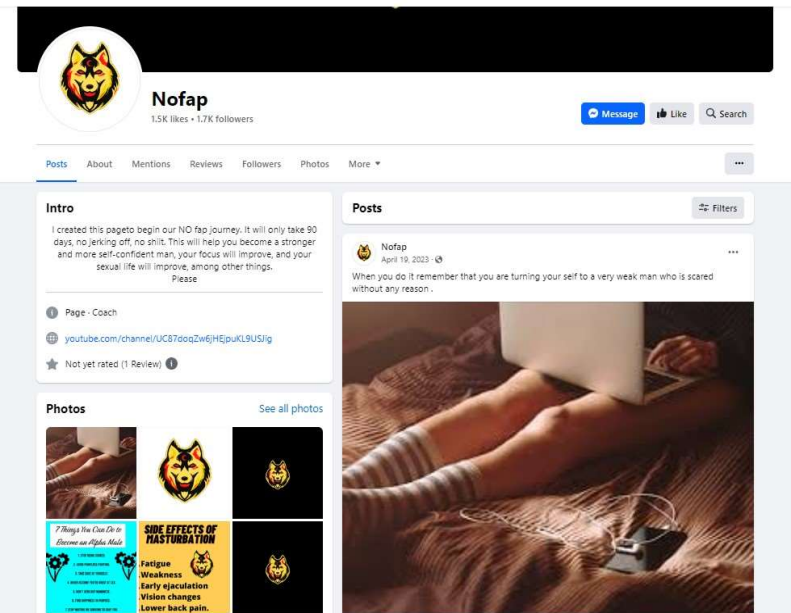
If these **Phone Sex lines** and **REAL “Sexual Services”** can be on Facebook and IG, **why can't I?**

# “NO FAP” Charlatans are on META... But Not Me

The quality of our society’s sex education has declined on many fronts, according to a [Duke University Center of Global Reproductive Health report](#).



Considered dangerous by health professionals, many disinformation-peddling “**No Fap**” coaches and so-called “semen retention” gurus are on Facebook and IG where they hawk their **destructive pitches, shaming and humiliating people, even driving some to suicide**, according to a 2023 [LSBU survey study](#)



Why are “No Fap” charlatans allowed on META – while I am banished? What a **lopsided morality** – unfair to me and the META community.

# LORDS & SERFS

- Though publicly traded, **META** is said to be Mark Zuckerberg's private company — *The Guardian's* John Naught calls it his **"fiefdom"** — and he can do **"whatever he wants" without regard to free speech or harm** to others.
- If Mr. Zuckerberg and other **top shareholders** — like Vanguard, BlackRock, Michael Schroepfer, David Fischer, David Wehner - are **"lords"** of META's "fiefdom," **what does that make the rest of us?**
- Are we **SERFS** groomed to **surf** their META-fiefdom until we're **doomed** — **algorithmically isolated**, banished from the digital world we spent good portions of our lives helping to build?
  - **That certainly isn't fair.**



# Mark's META "Fiefdom" Must be Fair

**Like any American business open to the public, META cannot discriminate unfairly.**



- In our Digital Age that Mr. Zuckerberg has been so instrumental in creating, the many sites of the "METAVERSE" – a virtual **META MONOPOLY** - with **Facebook, Instagram, WhatsApp, Threads** and more - comprise the **digital albums** of our lives as well as the **digital phone book** and **digital commons** of our society.
- META has **more power than a public utility**, and has taken full advantage of **public utility wires, easements, satellites** and more. In turn, META should accept the **responsibilities** this power (literally and figuratively) owes to the **public**.

# Right To Fair Hearing

- At the very least, for the good of its members and the society that it exploits and profits from so handsomely, META must be fair.
- META can have any rules it's rulers want, but – like fair housing and [fair lending](#) – META must practice fairness and consistency in its business practices.
- I don't demand special treatment. But none of us deserve to have our **treasured photo albums** – including our friends', fans' and colleagues' interactions– destroyed.
- All of us have a **right to access “The Commons,”** so long as we **obey the rules.**
- The key is that we must be **given a chance to obey the rules,** especially when these rules are **vague, wonky** and **ever-changing** as META's are.
- Furthermore, we all should have a **right to a fair hearing before** being **banished from the empire**—especially **when the empire is a monopoly.**



# Erased by META

- Despite there being **nothing illegal** or **against META's rules** about my posts, work, sites, nor use of the term "phone sex therapy," and even though **others still on META** post comparable content that is **more clearly against META's rules**, META deactivated my accounts **without warning**.
- This **algorithmic "cultural cleansing"** is as deeply undemocratic, discriminatory, defamatory and inhumane, as it is ill-informed and bot-driven.
- At this point, humans are involved: **corporate lawyers** **defending META's bots'** **wrongful deactivation**. This is the **normalization of dehumanization**.
- META's technocratic deactivation **erased me** from Facebook and IG with no recourse, due-process nor the human right to speech.
- Social media **erasure** is very painful and harmful - like **losing a limb** - and the destruction of my archives is akin to having my **digital house bulldozed without warning**.
- META's erasing me **traumatized** my staff - some were so afraid they'd lose their own META accounts because I'd lost mine that they quit!
- META's **erasure** harmed my **friends**, family & colleagues who **miss my voice** on META sites.
- Recently, META's erasure meant I couldn't reach friends & family during a family emergency.



# META Harmed My Community



**“To suppress  
free speech is a  
double wrong.  
It violates the rights  
of the hearer  
as well as those of  
the speaker.”  
~ Frederick Douglass**



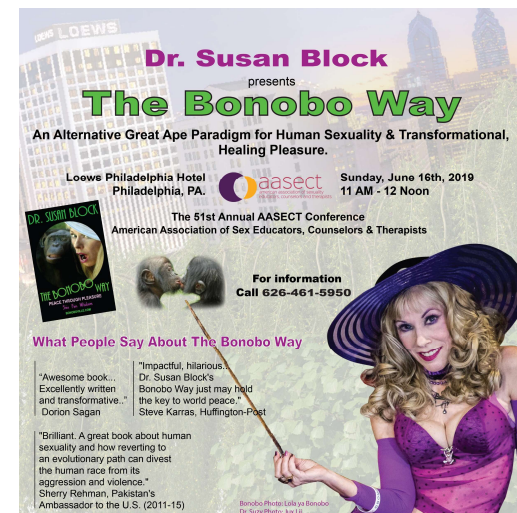


# Reputational Harm

- I am a **public figure**. I've worked hard to create an internationally respected – albeit colorful – reputation through my best-selling books, top Nielsen-rated **HBO specials** (seen by over **50 million people** around the world), acclaimed articles, documentary films, weekly radio and TV shows (since 1984), magazines, artworks, lectures, interviews, work with bonobos and other efforts.
- Now everyone knows META deactivated my accounts and **assumes I did something “wrong.”**



- Trying to **defend its bot's** deactivation, META made false and **defamatory accusations**, branding me with a “**Scarlet Letter**,” claiming I provided “sexual services.” Most define “sexual services” as “sex work” or prostitution – **criminal** conduct in which I've never engaged.
- META's **character assassination** has already caused much **reputational injury** and will continue to **haunt my reputation** for years to come.



# Warren Buffet Understands



**“It takes 20 years  
to build a  
reputation  
and  
five minutes  
to ruin it.”**

**~Warren Buffett**



# Virtual Isolation

- In these off-on pandemic times, **we often have virtually no way of communicating** with one another **other than social media** – most of it controlled by META.
- My chronic respiratory condition preclude me from most in-person gatherings, so **being cut off from META** sites is especially **isolating** for me and harmful to my **physical and mental health**.
- As war broke out in Israel/Palestine, it was and still is **hard for me to communicate with friends, family and colleagues in the war zone(s)**, since I have no Facebook, IG or Threads account.
- My **Counterpunch editors** expect me to send them my articles via Facebook Messenger. Now I need to have my husband Max send them through **his** Facebook – which is awkward and unprofessional. My professional life has been damaged by this deactivation and **virtual isolation**.
- META **groomed** me into trusting it with my most **important relationships** and **their digital connections** - forgoing emailing and phone calls for IG and Facebook messenger over 15 years - and **then doomed** those digital connections in an instant.
- When I signed up for Facebook and IG, I agreed to follow the rules, not to be **groomed** and **doomed, brutalized** and **banished**.



# Do the Right Thing: Restore My META Accounts

- Thanks to Mark Zuckerberg's immense competition-crushing powers, **META is MEGA**.
- This one company possesses an unprecedented world **monopoly** – a **META Megalopoly** - of humanity's exchange of ideas.
- META is the **world's biggest groomer** and humanity's most prominent and pervasive digital **public square**.
- Therefore, META has a **responsibility** – for the **good of the society it exploits and from which it profits** – to be fair.

- For all these reasons and more, Mark Zuckerberg and META's deactivation of my accounts is **wrong**, unfair, defamatory, hypocritical and harmful to me, to the people who are deprived of my **content and contact**, to the many others who are victimized as I have been, and to human society in general that is compelled to contend with the **exploitative activity**, the **technocratic sovereignty**, the **myriad hypocrisies**, the **algorithmic dehumanization** and **dark discriminations** of Mark Zuckerberg's mega META empire.



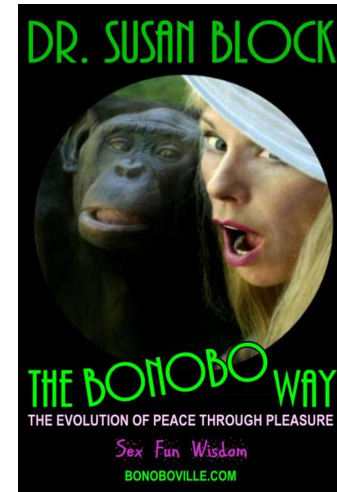
# In Summary – Part 1

- **META's guidelines gave no indication** my posts or work are or were against their guidelines.
- **META gave me no warning** nor chance to delete or change my posts to fit within their changing rules.
- **META lawyers accuse me** of “offering sexual services.” **I do not offer “sexual services”**. I am a sex therapist who uses the telephone and other communication devices to conduct therapy sessions which are **not against META rules**.
- **Phone Sex Therapy is a legitimate, effective, healthy form of sex therapy.**
- There is **nothing wrong with masturbation in private**, as a sex therapist helps the client with sexual problems such as premature ejaculation, vaginismus or traumatic memories. **It is not illegal nor against META rules, nor doing anyone harm.**



## In Summary – Part 2

- My posts and links were **95%** about **current events, my shows, my books**, including *The Bonobo Way*, my published **articles, lectures, travels, art, politics, etc.**, and **only 5%** about my phone sex therapy practice.
- When I say META's deactivation has caused over **\$75,000 worth of damage**, it has **very little to do with my business**; it has to do with **my entire life**.
- **I am not a phone sex operator**, but if that's META's reason for deactivation, there are **many phone sex operators on Facebook and IG**, such as **Niteflirt, 1-800-PhoneSexy, Webcam Girls, Sexy Girls**, with accounts and posts much **more phone-sexy** than mine and with **no therapeutic or educational value** – many advertising “phone sex” and some **providing “sexual services” in person**.
- META deactivation is **social media extermination, defaming** my reputation and **cutting me off** from friends and family, with whom META **groomed me** to communicate via Facebook and IG over the past 15 years, then **doomed me** to lose in an instant.
- META **deactivated my entire digital archive** that it had **activated me to create** – that META and Mark Zuckerberg **exploited** for their own benefit – for 15 years
- Therefore, META should **restore my Facebook and IG accounts** immediately.



# Human Existence



**“Free Speech  
is  
life itself.”  
~Salmon Rushdie**



# What's Next?

- So... will I win?
- **If justice prevails in this arbitration, then so will I**, and META will learn a small but significant lesson in the limits of its power.
- Of course, **justice doesn't always prevail**, and maybe especially not in these **technocratic, fiefdom-ruled, dehumanized** times.



- Whether or not I prevail, I believe that META will fail. It's unjust, algorithmic normalization of dehumanization that grooms and dooms is **unsustainable**. More and more of us are fighting back, and eventually, one of us will prevail, and then many will prevail, and the whole **heartless hypocritical monstrous megalopoly** of META will fail, bursting from its own vainglorious, bloated and deadly meta-immensity. Or – perhaps even today – META will learn its lesson. adapt and change.

- **May justice and humanity prevail!**

