Snap Inc. California Terms of Service Report

July 1 - September 30, 2023



Submitted: January 01, 2024

California Terms of Service Report (July 1 - September 30, 2023) Snap Inc.

Pursuant to Section 22677 of the California Business & Professions Code, Snap Inc. hereby submits this Terms of Service Report to the California Attorney General. This is our first California Terms of Service Report, covering the period between July 1, 2023 and September 30, 2023 (Q3 2023).

Our Terms (Cal. Bus. & Prof. Code, §§22677(a)(1) and (4)(E))

We strive to provide a safe, fun environment for creativity and expression on Snapchat. All Snapchat users must abide by our <u>Terms of Service</u>, including our <u>Community Guidelines</u> (together, "**Terms**").

Additional context about how we moderate content and enforce our policies is available in our Community Guidelines Explainer Series, which includes a description of our <u>Moderation</u>, <u>Enforcement and Appeals</u> policies and additional information regarding each category of content prohibited by our <u>Community Guidelines</u>.

We also provide safety-related information and resources in our <u>Safety Center</u>, including guidance on <u>how to report violations</u> of our Terms or other safety concerns on our service.

These documents are annexed to this report in English, and they are available on our website in all Medi-Cal threshold languages in which we offer Snapchat.

Content moderation policies and practices (Cal. Bus. & Prof. Code, §§22677(a)(3)-(4))

Our Terms prohibit the categories of content referenced in Section 22677(a)(3), as follows:

| Category of content referenced in Section 22677(a) | Corresponding category of content prohibited by our Community Guidelines | Relevant definitions and policies, as provided in our <u>Transparency Report Glossary</u> and Community Guidelines explainer series |
|--|---|---|
| Hate speech or racism | Hate Speech (which falls under Hateful Content, Terrorism, and Violent Extremism) | Content that demeans, or promotes discrimination towards, an individual or group of individuals on the basis of their race, color, caste, ethnicity, national origin, religion, sexual orientation, gender identity, disability, veteran status, immigration status, socio-economic status, age, weight, or pregnancy status. For more information, please review our <u>explainer on Hateful Content</u> , <u>Terrorism, and Violent Extremism</u> . |
| Extremism or radicalization | Terrorism & Violent Extremism (which falls under Hateful Content, Terrorism, | Content that promotes or supports terrorism or other violent, criminal acts committed by individuals and/or groups to further ideological goals, such as those of a political, religious, social, |

| | and Violent Extremism) | racial, or environmental nature. It includes any content that promotes or supports any foreign terrorist organization or violent extremist hate group, as well as content that advances recruitment for such organizations or violent extremist activities. For more information, please review our <u>explainer on Hateful Content</u> , <u>Terrorism, and Violent Extremism</u> . |
|---|--|--|
| Disinformation or misinformation | False Information (which falls under Harmful False or Deceptive Information) | Includes false or misleading content that causes harm or is malicious, such as denying the existence of tragic events, unsubstantiated medical claims, or undermining the integrity of civic processes, or manipulating content for false or misleading purposes. For more information, please review our <u>explainer on Harmful False or</u> <u>Deceptive Information</u> . |
| Harassment | Harassment & Bullying | Refers to any unwanted behavior that could cause an ordinary person to experience emotional distress, such as verbal abuse, sexual harassment, or unwanted sexual attention. This category also includes the sharing or receipt of non-consensual intimate imagery (NCII). For more information, please review our <u>explainer on Harassment &</u> <u>Bullying</u> . |
| Foreign political interference | N/A - While we do not expressly prohibit "foreign political interference", this behavior will often amount to violations of our policies on Harmful False or Deceptive Information, which encompass (among others) False Information and Impersonation. | For our definition of False Information, please see above. Impersonation occurs when an account is falsely pretending to be associated with another person or brand. For more information, please review our <u>explainer</u> on Harmful False or Deceptive Information. |
| Controlled substance distribution | Drugs (which falls under Illegal or Regulated Activities) | Refers to distribution and use of illegal drugs (including counterfeit pills), and other illicit activity involving drugs. For more information, please review our <u>explainer on Illegal or Regulated Activities</u> . |

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Our <u>Moderation, Enforcement and Appeals Explainer</u> and <u>Severe Harm Explainer</u> provide detailed information on, among other topics:

- how we moderate content through both automated tools and human review,
- how we respond to user reports of alleged violations of our Community Guidelines, and
- how we enforce against individual pieces of content and users that violate our Community Guidelines.

Information on Violations of our Terms (July 1 - September 30, 2023) (Cal. Bus. & Prof. Code, §22677(a)(5))

Below we provide detailed information about violations of our Community Guidelines that were either reported to us or automatically detected by our systems in the period July 1 - September 30, 2023, consistent with Section 22677(a). We first provide global figures, followed by U.S. figures. These figures relate not only to the categories of violating content referenced in Section 22677(a)(3), but more broadly to the violations referenced in our Community Guidelines.¹

Except where otherwise specified, terms used in this section are defined in accordance with our <u>Transparency Glossary</u>.

¹ In this report, we have disaggregated the data into: (i) categories of violating content, (ii) how the content or account was flagged (i.e., by a report or by our automated detection tools), and (iii) how the content or account was enforced (i.e., by human reviewers or by automated tools). We are not able to disaggregate the data per type of content (e.g., posts, comments, messages, user profiles) or per type of media (e.g., text, image, video) at this time, because we were not tracking this data globally or in the United States as of Q3 2023, in a manner that would enable us to extract this data for reporting purposes.

<u>Global figures</u>

| Category of violation | Manner Flagged | Total Content or Accounts Flagged ⁽¹⁾ | Content Enforced ⁽²⁾ by Human Reviewers | Content Enforced by Automated Tools | Accounts Enforced ⁽³⁾ by Human | - | Appeals Against Account Locks ⁽⁴⁾ Enforced by Human Reviewers | Enforced by | Accounts Reinstated Following Appeal ⁽⁵⁾ (Initially Locked by Human Reviewers) | Accounts Reinstated Following Appeal (Initially Locked by Automated Tools) | Violative View Rate (VVR) ⁽⁶⁾ for Content Enforced by Human Reviewers | VVR for Content Enforced by Automated Tools | Viewer Rate ⁽⁷⁾ for Content Enforced by Human | Unique Violative Viewer Rate for Content Enforced by Automated Tools |
|-------------------------------------|------------------------|--|---|---|---|---------|---|-------------|---|--|---|---|---|---|
| | Human Report | 189,981 | 45,028 | 257 | 39,567 | 183 | 206 | 5 | 11 | 0 | 0.000193% | 0.000001% | 0.44% | 0.002% |
| Hate Speech | Automatic Detection | 148 | 148 | 0 | 132 | 0 | 0 | 0 | 0 | 0 | 0.000000% | 0.000000% | 0.00% | 0.000% |
| | Human Report | 41,399 | 835 | 24 | 751 | 21 | 17 | 0 | 1 | 0 | 0.000005% | 0.000000% | 0.01% | 0.000% |
| Terrorism & Violent Extremism | Automatic Detection | 11 | | 0 | 11 | 0 | | 0 | | 0 | | 0.000000% | 0.00% | 0.000% |
| | Human Report | 216,219 | | 10 | | 9 | | | | 0 | | 0.000000% | 0.01% | 0.000% |
| False Information | Automatic Detection | 16 | | 0 | 16 | 0 | 0 | 0 | 0 | 0 | | 0.000000% | 0.00% | 0.000% |
| | Human Report | 213,879 | 8,040 | 36 | 8,002 | 33 | 769 | 0 | 51 | 0 | 0.000002% | 0.000000% | 0.01% | 0.000% |
| Impersonation | Automatic Detection | 5 | 5 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0.000000% | 0.000000% | 0.00% | 0.000% |
| | Human Report | 4,531,040 | 506,033 | 20,239 | 414,731 | 11,285 | 14,546 | 943 | 410 | 13 | 0.001143% | 0.000044% | 1.52% | 0.051% |
| Harassment & Bullying | Automatic Detection | 2,523 | 2,481 | 42 | 2,268 | 12 | 78 | 3 | 7 | 0 | 0.000002% | 0.000000% | 0.00% | 0.000% |
| | Human Report | 177,028 | 115,835 | 5,010 | 84,731 | 4,118 | 8,331 | 1,056 | 231 | 5 | 0.000536% | 0.000031% | 0.75% | 0.062% |
| Drugs | Automatic Detection | 636,008 | 286,538 | 158,894 | 242,067 | 128,763 | 73,446 | 20,420 | 1,992 | 103 | 0.000101% | 0.000010% | 0.23% | 0.028% |
| | Human Report | 401,228 | 44,172 | 5,211 | 34,555 | 3,648 | 747 | 4 | 35 | 0 | 0.000678% | 0.000035% | 1.08% | 0.064% |
| Threats & Violence | Automatic Detection | 410 | 323 | 11 | 292 | 6 | 42 | 0 | 0 | 0 | 0.000000% | 0.000000% | 0.00% | 0.000% |
| | Human Report | 85,339 | 15,896 | 56 | | 33 | | | 5 | 0 | 0.000007% | 0.000000% | 0.01% | 0.000% |
| Self-Harm & Suicide | Automatic Detection | 260 | 252 | 0 | 242 | | | 0 | 0 | 0 | 0.000000% | 0.000000% | 0.00% | 0.000% |

| Category of violation | Manner Flagged | Total Content or Accounts Flagged ⁽¹⁾ | Content Enforced ⁽²⁾ by Human Reviewers | Content Enforced by Automated Tools | Unique Accounts Enforced ⁽³⁾ by Human Reviewers | - | Appeals Against Account Locks ⁽⁴⁾ Enforced by Human Reviewers | Enforced by | Accounts Reinstated Following Appeal ⁽⁵⁾ (Initially Locked by Human Reviewers) | Accounts Reinstated Following Appeal (Initially Locked by Automated Tools) | Violative View Rate (VVR) ⁽⁶⁾ for Content Enforced by Human Reviewers | VVR for Content Enforced by Automated Tools | Unique Violative Viewer Rate ⁽⁷⁾ for Content Enforced by Human Reviewers | Unique Violative Viewer Rate for Content Enforced by Automated Tools |
|--------------------------|--------------------------|--|---|---|--|---------|---|-------------|---|--|---|---|--|---|
| | Human Report | 1,254,516 | 311,954 | 514,111 | 269,775 | 312,043 | 7,287 | 128 | 108 | 1 | 0.000858% | 0.000106% | 1.28% | 0.218% |
| Spam | Automatic Detection | 50,890 | 15,636 | 35,254 | 14,084 | 21,633 | 443 | 96 | 7 | C | 0.000004% | 0.000029% | 0.01% | 0.021% |
| | Human Report | 48,967 | 6,129 | 568 | 4,831 | 409 | 214 | 45 | 6 | 1 | 0.000035% | 0.000001% | 0.06% | 0.002% |
| Weapons | Automatic Detection | 123,755 | 40,106 | 66,208 | 32,953 | 51,275 | 612 | 995 | 25 | 8 | 0.000022% | 0.000006% | 0.06% | 0.016% |
| Other | Human Report | 228,900 | 68,618 | 4,582 | 52,689 | 2,351 | 3,989 | 508 | 111 | 4 | 0.000526% | 0.000018% | 0.87% | 0.029% |
| Regulated Goods | Automatic Detection | 9,967 | 9,925 | 42 | 8,668 | 21 | 389 | 25 | 27 | 1 | 0.000010% | 0.000000% | 0.03% | 0.001% |
| | Human Report | 2,395,924 | 794,783 | 398,477 | 580,595 | 249,210 | 60,534 | 4,233 | 747 | 19 | 0.004444% | 0.001859% | 3.09% | 1.393% |
| Sexual Conten | Automatic t Detection | 397,538 | 150,421 | 194,379 | 98,190 | 111,567 | 11,177 | 1,392 | 125 | 10 | 0.000061% | 0.000011% | 0.10% | 0.019% |
| Totals | | 11,005,951 | 2,423,645 | 1,403,411 | 1,792,143 | 865,996 | 182,850 | 29,854 | 3,899 | 165 | 0.008632% | 0.002152% | 5.85%* | 1.691%* |

<u>U.S. figures</u>

| Category of violation | Manner Flagged | Total Content or Accounts Flagged ⁽¹⁾ | | Content Enforced by Automated Tools | Unique Accounts Enforced ⁽³⁾ by Human | - | Appeals Against Account Locks ⁽⁴⁾ Enforced by Human Reviewers | Appeals Against Account Locks Enforced by Automated Tools | Accounts Reinstated Following Appeal ⁽⁵⁾ (Initially Locked by Human Reviewers) | Accounts Reinstated Following Appeal (Initially Locked by Automated Tools) | Violative View Rate (VVR) ⁽⁶⁾ for Content Enforced by Human Reviewers | Violative View Rate (VVR) for Content Enforced by Automated Tools | Unique Violative Viewer Rate ⁽⁷⁾ for Content Enforced by Human Reviewers | Unique Violative Viewer Rate for Content Enforced by Automated Tools |
|--------------------------|------------------------|--|--------|---|---|-----|--|---|---|--|---|---|---|---|
| | Human Report | 74,256 | 26,254 | 184 | 22,888 | 127 | 118 | 0 | 7 | 0 | 0.0004208% | 0.0000048% | 1.316% | 0.015% |
| Hate Speech | Automatic Detection | 86 | 86 | 0 | 79 | 0 | 0 | 0 | 0 | 0 | 0.0000003% | 0.0000000% | 0.001% | 0.000% |
| Terrorism & | Human Report | 10,901 | 197 | 6 | 190 | 4 | 4 | 0 | 0 | 0 | 0.0000062% | 0.0000001% | 0.020% | 0.000% |
| Violent Extremism | Automatic Detection | 6 | 6 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0.0000000% | 0.0000000% | 0.000% | 0.000% |

| Category of violation | Manner Flagged | Total Content or Accounts Flagged ⁽¹⁾ | Enforced ⁽²⁾ by Human | Content Enforced by Automated Tools | Unique Accounts Enforced ⁽³⁾ by Human Reviewers | Unique Accounts Enforced by Automated Tools | Appeals Against Account Locks ⁽⁴⁾ Enforced by Human Reviewers | Appeals Against Account Locks Enforced by Automated Tools | Accounts Reinstated Following Appeal ⁽⁵⁾ (Initially Locked by Human Reviewers) | Accounts Reinstated Following Appeal (Initially Locked by Automated Tools) | Violative View Rate (VVR) ⁽⁶⁾ for Content Enforced by Human Reviewers | View Rate (VVR) for Content Enforced by Automated | Unique Violative Viewer Rate ⁽⁷⁾ for Content Enforced by Human Reviewers | Unique Violative Viewer Rate for Content Enforced by Automated Tools |
|--------------------------|------------------------|--|-------------------------------------|---|--|--|--|---|---|--|---|---|---|---|
| | Human Report | 47,421 | 235 | 3 | 223 | 3 | 0 | 0 | 0 | 0 | 0.0000072% | 0.0000002% | 0.023% | 0.001% |
| False Information | Automatic Detection | 10 | 10 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0.0000000% | 0.0000000% | 0.000% | 0.000% |
| | Human Report | 54,948 | 2,461 | 13 | 2,442 | 11 | 241 | 0 | 16 | 0 | 0.0000001% | 0.0000000% | 0.000% | 0.000% |
| Impersonation | Automatic Detection | 2 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0.0000000% | 0.0000000% | 0.000% | 0.000% |
| | Human Report | 1,134,675 | 166,801 | 4,658 | 140,951 | 3,385 | 3,987 | 89 | 173 | 9 | 0.0017939% | 0.0000227% | 4.261% | 0.051% |
| Harassment & Bullying | Automatic Detection | 1,189 | 1,186 | 3 | 1,092 | 2 | 28 | 1 | 4 | 0 | 0.0000043% | 0.0000000% | 0.014% | 0.000% |
| | Human Report | 76,888 | 54,098 | 1,922 | 39,227 | 1,655 | 3,439 | 166 | 96 | 0 | 0.0014146% | 0.0000292% | 2.821% | 0.111% |
| Drugs | Automatic Detection | 369,835 | 170,066 | 117,427 | 142,887 | 93,734 | 37,681 | 11,458 | 909 | 58 | 0.0002741% | 0.0000334% | 0.980% | 0.141% |
| | Human Report | 117,412 | 16,571 | 1,432 | 13,448 | 1,057 | 316 | 0 | 22 | 0 | 0.0006518% | 0.0000524% | 1.691% | 0.134% |
| Threats & Violence | Automatic Detection | 222 | 167 | 10 | 153 | 5 | 26 | 0 | 0 | 0 | 0.0000007% | 0.0000001% | 0.002% | 0.000% |
| | Human Report | 29,226 | 8,027 | 8 | 7,583 | 8 | 6 | 0 | 3 | 0 | 0.0000126% | 0.0000000% | 0.040% | 0.000% |
| Self-Harm & Suicide | Automatic Detection | 159 | 153 | 0 | 146 | 0 | 0 | 0 | 0 | 0 | 0.0000000% | 0.0000000% | 0.000% | 0.000% |
| | Human Report | 580,657 | 137,514 | 360,649 | 124,895 | 223,162 | 1,997 | 19 | 22 | 0 | 0.0009065% | 0.0000995% | 2.147% | 0.326% |
| Spam | Automatic Detection | 15,974 | 6,304 | 9,670 | 6,126 | 6,276 | 122 | 1 | 2 | 0 | 0.0000037% | 0.0000129% | 0.016% | 0.030% |
| | Human Report | 17,212 | 1,742 | 80 | 1,604 | 72 | 66 | 9 | 3 | 0 | 0.0000382% | 0.0000009% | 0.142% | 0.004% |
| Weapons | Automatic Detection | 99,084 | 32,206 | 56,158 | 26,788 | 43,961 | 449 | 209 | 17 | 4 | 0.0000886% | 0.0000241% | 0.345% | 0.101% |
| Other Regulated | Human Report | 73,261 | 13,629 | 306 | 11,770 | 210 | 340 | 20 | 23 | 1 | 0.0004930% | 0.0000038% | 1.482% | 0.012% |
| Goods | Automatic | 3,539 | 3,534 | 5 | 3,173 | 3 | 63 | 0 | 10 | 0 | 0.0000098% | 0.000000% | 0.041% | 0.000% |

| Category of violation | Manner Flagged | or Accounts | | - | Unique Accounts Enforced ⁽³⁾ by Human Reviewers | Unique Accounts Enforced by | Appeals Against Account Locks ⁽⁴⁾ Enforced by Human Reviewers | - | Accounts Reinstated Following Appeal ⁽⁵⁾ (Initially Locked by Human Reviewers) | Accounts Reinstated Following Appeal (Initially Locked by Automated Tools) | Rate (VVR) ⁽⁶⁾ | View Rate (VVR) for | Viewer Rate ⁽⁷⁾ for Content | Unique Violative Viewer Rate for Content Enforced by Automated Tools |
|--------------------------|------------------------|-------------|---------|---------|--|--------------------------------------|--|--------|---|--|---------------------------|------------------------|---|---|
| | Detection | | | | | | | | | | | | | |
| | Human Report | 662,673 | 221,774 | 127,432 | 163,745 | 85,007 | 16,924 | 824 | 233 | 8 | 0.0057613% | 0.0025911% | 8.867% | 4.123% |
| Sexual Content | Automatic Detection | 109,214 | 39,790 | 44,859 | 27,328 | 29,015 | 3,926 | 238 | 38 | 5 | 0.0001110% | 0.0000145% | 0.327% | 0.042% |
| Totals | | 3,478,850 | 902,813 | 724,825 | 697,957* | 478,044* | 69,733 | 13,034 | 1,578 | 85 | 0.0119985% | 0.0028896% | 16.247%* | 4.769%* |

(1) Total number of pieces of content or accounts that were flagged for potential violations of our Community Guidelines, including those reported to us and those detected through our automated tools. To disaggregate this data into categories of violative content, we've used the ultimate enforcement reason where an enforcement action was taken. Where the content or account was flagged but no enforcement action was taken, we attribute the metrics to the suspected violation category for which the content or account was flagged.

- (2) The number of pieces of content (e.g., Snaps, Stories) that were enforced against on Snapchat. "Enforcement" refers to an action taken against a piece of content or an account (e.g., deletion, warning, locking).
- (3) The number of unique accounts that were enforced against on Snapchat. For example, if a single account was enforced against multiple times for various reasons (e.g., a user was warned for posting false information and then later deleted for harassing another user), only one account would be calculated in this metric. As above, "enforcement" refers to an action taken against a piece of content or an account (e.g., deletion, warning, locking).
- (4) Users can only submit appeals against an account lock.
- (5) We only reinstate accounts that our moderators determine were incorrectly locked.
- (6) Violative View Rate is the percentage of Story and Snap views that contained violating content, as a proportion of all Story and Snap views across Snapchat. For example, if our VVR is 0.03%, that means for every 10,000 Snap and Story views on Snapchat, 3 contained content that violated our policies. This metric allows us to understand what percentage of views on Snapchat come from content that violates our Community Guidelines (that was either reported or proactively enforced on).
- (7) Unique Violative Viewer Rate is the percentage of unique viewers that saw violating content, as a proportion of unique users active throughout the reporting period, i.e., Q3 2023. For example, if our Unique Violative Viewer Rate is 0.03%, that means that, for every 10,000 active users during the relevant period on Snapchat, 3 viewers saw content that violated our policies. This metric allows us to understand what percentage of users on Snapchat come across content that violates our Community Guidelines (that was either reported or proactively enforced on).

Additional information

Although not required by Section 22677, we also believe it valuable to provide our median turnaround times (TATs) for responding to reports and appeals. We define TAT as the time between when our Trust & Safety teams or Automated Tools first receive a report (usually when a report is submitted or detected via automated means) to the last enforcement action timestamp. If multiple rounds of review occur, the final time is calculated at the last action taken. With that in mind, our Global median TAT for content and account enforcements is approximately 6 minutes. Our Global median TAT for appeals is approximately 39 hours. Our U.S. median TAT for content and account enforcements is approximately 8 minutes. Our U.S. median TAT for appeals is approximately 15 hours.

For additional information regarding Snap's approach to Safety, Privacy, and Transparency, visit our Privacy & Safety Hub, and our About Transparency Reporting page.

Snap Inc. California Terms of Service Report

July 1 - September 30, 2023

Annexes



Submitted: January 01, 2024



If you live in the United States or if your principal place of business is in the United States, you are agreeing to the <u>Snap Inc. Terms of Service</u>.

If you live outside the United States or if your principal place of business is outside of the United States, you are agreeing to the <u>Snap Group Limited Terms of Service</u>.

Snap Inc. Terms of Service

Effective: August 15, 2023

Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you as a user of our Services. Although we have tried our best to strip the legalese from the Terms, there are places where they may still read like a traditional contract. There's a good reason for that: these Terms form a legally binding contract between you and Snap Inc. ("Snap"). So please read them carefully.

By using Snapchat, Bitmoji, or any of our other products or services that are subject to these Terms (which we refer to collectively as the "Services"), you agree to the Terms. If so, Snap grants you a non-assignable, non-exclusive, revocable, and nonsublicensable license to use the Services in accordance with these Terms and our policies. Of course, if you don't agree with the Terms, then don't use the Services.

These Terms apply if you live in the United States or if your principal place of business is in the United States. If you live outside of the United States or if your principal place of business is outside of the United States, Snap Group Limited provides you the Services and your relationship is governed by the <u>Snap Group Limited Terms of Service</u>.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN <u>ARBITRATION CLAUSE</u> A LITTLE LATER ON. YOU AND SNAP AGREE THAT, EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SNAP WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED IN THAT ARBITRATION CLAUSE.

1. Who Can Use the Services

Our services are not directed to children under the age of 13, and you must confirm that you are 13 years or older to create an account and use the Services. If we have actual knowledge that you are under the age of 13 (or the minimum age at which a person may use the Services in your state, province, or country without parental consent, if greater), we will cease providing Services to you and delete your account and your data. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all such terms carefully. By using the Services, you represent, warrant, and agree that:

- you can form a binding contract with Snap;
- you are not a person who is barred from using the Services under the laws of the United States or any other applicable jurisdiction — including, for example, that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition;
- you are not a convicted sex offender; and
- you will comply with these Terms (including any other terms and policies referenced in these Terms, such as the <u>Community Guidelines</u>, <u>Music on Snapchat</u> <u>Guidelines</u>, and the <u>Commercial Content Policy</u>) and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to "you" and "your" in these Terms will mean both you as the end user and that business or entity). If you are using the Services on behalf of an entity of the U.S. Government, you agree to the <u>Amendment to Snap Inc. Terms of Service for U.S. Government</u> <u>Users</u>.

In summary: Our Services are not directed to anyone under the age of 13 or the minimum age at which a person may use the Services in your state, province, or country if it is older than 13. If we become aware that you are under this age we will suspend your use of the Services and delete your account and data. Other terms may apply to our Services which require you to be even older to use them so please review these carefully when prompted.

2. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the settings you have selected.

For all content you submit to the Services (including Public Content), you grant Snap and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyze, transmit, and distribute that content. This license is for the purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones. This license includes a right for us to make your content available to, and pass these rights along to, service providers with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services.

We call Public Story submissions and any other content you submit to public Services, like Public Profiles, Spotlight, Snap Map, or Lens Studio, "Public Content." Because Public Content is inherently public, you grant Snap, our affiliates, other users of the Services, and our business partners an unrestricted, worldwide, royaltyfree, irrevocable, and perpetual right and license to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronize, overlay graphics and auditory effects on, publicly perform, and publicly display all or any portion of your Public Content in any form and in any and all media or distribution methods, now known or later developed, for commercial and non-commercial purposes. This license applies to the separate video, image, sound recording, or musical compositions contained in your Public Content, as well as the name, image, likeness, and voice of anyone featured in Public Content that you create, upload, post, send, or appear in (including as reflected in your Bitmoji). This means, among other things, that you will not be entitled to any compensation if your content, videos, photos, sound recordings, musical compositions, name, image, likeness, or voice are used by us, our affiliates, users of the Services, or our business partners. For information about how to tailor who can watch your content, please take a look at our Privacy Policy and Support Site. All Public Content must be appropriate for people ages 13+.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if we think your content violates these Terms or any applicable laws. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Services.

We, our affiliates, and our third-party partners may place advertising on the Services, including personalized advertising based on the information you provide us, we collect, or we obtain about you. Advertising may sometimes appear near, between, over, or in your content. We always love to hear from our users. But if you provide feedback or suggestions, just know that we can use them without compensating you, and without any restriction or obligation to you. You agree that we will own all rights in anything we develop based on such feedback or suggestions.

In summary: If you post content that you own to the Services, you remain the owner but you allow us and others to use it to provide and promote our Services. You also allow other users to view and, in some cases, use any content you make available to others on the Services. We have various rights to change and remove your content, but you always remain responsible for everything you create, post or share.

3. Additional Terms for Specific Services

Additional terms and conditions listed on the <u>Snap Terms & Policies</u> page or that are otherwise made available to you may apply to specific Services. If you use those Services, then those additional terms may apply and will then become part of these Terms. If any of the applicable additional terms conflict with these Terms, the additional terms will override and apply in place of the conflicting parts of these Terms while you are using the Services to which those additional terms apply.

In summary: Additional terms may apply, please take the time to read them carefully.

4. Privacy

Your privacy matters to us. You can learn how your information is handled when you use our Services by reading our <u>Privacy Policy</u>.

5. Personalized Recommendations

Our Services provide personalized recommendations. This is designed to make our Services more relevant and engaging for you. We will recommend content, advertising, and other information to you based on what we know and infer about your and others' interests from use of our Services. It is necessary for us to handle your personal data for this purpose, as we explain in our <u>Privacy Policy</u>. It is also a condition of our contract with you for us to be able to do so, unless you opt to receive less personalization in the Services. You can find more information on personalized recommendations on our <u>Support Site</u>.

In summary: Some of our Services provide personalized advertising and other recommendations to you based on data we collect as explained <u>here</u> and in our <u>Privacy Policy</u>.

6. Content Moderation

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is

the sole responsibility of the user or entity that submitted it. Although Snap reserves the right to review, moderate, or remove all content that appears on the Services, we do not review all of it. So we cannot — and do not — guarantee that other users or the content they provide through the Services will comply with our Terms, <u>Community Guidelines</u> or our other terms, policies or guidelines. You can read more about Snap's approach to content moderation on our <u>Support Site</u>.

Users can report content produced by others or others' accounts for violation of our Terms, <u>Community Guidelines</u> or other guidelines and policies. More information about how to report content and accounts is available on our <u>Support Site</u>.

We hope you'll understand any decisions we make about content or user accounts, but if you have any complaints or concerns, you can use the submission form available <u>here</u> or use available in-app options. If you use this process, your complaint must be submitted within six months of the relevant decision.

Upon receiving a complaint, we will:

- ensure the complaint is reviewed in a timely, non-discriminatory, diligent and nonarbitrary manner;
- reverse our decision if we determine our initial assessment was incorrect; and
- inform you of our decision and of any possibilities for redress promptly.

In summary: Most content on the Services is owned or controlled by others and we don't have any control or responsibility over that content. We have content moderation policies and processes in place that apply to content on the Services.

7. Respecting the Services and Snap's Rights

As between you and us, Snap is the owner of the Services, which includes all related brands, works of authorship, Bitmoji avatars that you assemble, software, and other proprietary content, features, and technology.

You must also respect Snap's rights and adhere to the <u>Snapchat Brand Guidelines</u>, <u>Bitmoji Brand Guidelines</u>, and any other guidelines, support pages, or FAQs published by Snap or our affiliates. That means, among other things, you may not do, attempt to do, enable, or encourage anyone else to do, any of the following and doing so may result in us terminating or suspending your access to the Services:

 use branding, logos, icons, user interface elements, product or brand look and feel, designs, photographs, videos, or any other materials Snap makes available via the Services, except as explicitly allowed by these Terms, the <u>Snapchat Brand</u> <u>Guidelines</u>, <u>Bitmoji Brand Guidelines</u>, or other brand guidelines published by Snap or our affiliates;

- violate or infringe Snap's, our affiliates', or any other third party's copyrights, trademarks, or other intellectual property rights, including by using the Services to submit, display, post, create, or generate any infringing content;
- copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or the content on the Services, other than temporary files that are automatically cached by your web browser for display purposes, as otherwise expressly permitted in these Terms, as otherwise expressly permitted by us in writing, or as enabled by the Service's intended functionality;
- create another account if we have already disabled your account, attempt to access the Services through unauthorized third-party applications, solicit login credentials from other users, or buy, sell, rent, or lease access to your account, a username, Snaps, or a friend link;
- reverse engineer, duplicate, decompile, disassemble, or decode the Services (including any underlying idea or algorithm), or otherwise extract the source code of the software of the Service;
- use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other users' information;
- use or develop any third-party applications that interact with the Services or other users' content or information without our written consent;
- use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
- upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;
- attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- probe, scan, or test the vulnerability of our Services or any system or network;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms or our <u>Community Guidelines</u>.

In summary: We own or control all of the content, features and functionalities of the Services. To ensure the Services and other users are protected from harm, there are

rules we need you to follow when you use our Services. Failure to comply with these rules may result in suspension or termination of your account.

8. Respecting Others' Rights

Snap respects the rights of others. And so should you. You therefore may not use the Services, or enable anyone else to use the Services, in a manner that violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual property right. When you submit content to the Services, you agree and represent that you own that content, or that you have received all necessary permissions, clearances, and authorizations in order to submit it to the Services (including, if applicable, the right to make mechanical reproductions of the musical works embodied in any sound recordings, synchronize any compositions to any content, publicly perform any compositions or sound recordings, or any other applicable rights for any music not provided by Snap that you include in your content. You also agree that you will not use or attempt to use another user's account except as permitted by Snap or its affiliates.

Snap honors copyright laws, including the Digital Millennium Copyright Act and takes reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. If Snap becomes aware that a user has repeatedly infringed copyrights, we will take reasonable steps within our power to suspend or terminate the user's account. If you believe that anything on the Services infringes a copyright that you own or control, please report it using the form accessible through this tool. Or you may file a notice with our designated agent: Snap Inc., Attn: Copyright Agent, 3000 31st Street, Santa Monica, CA 90405, email: copyright @ snap.com. Don't use this email address for anything other than reporting copyright infringement, as such emails will be ignored. To report other forms of infringement on the Services, please use the tool accessible here. If you file a notice with our Copyright Agent, it must comply with the requirements set forth at <u>17 U.S.C. § 512(c)</u>. (3). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;

- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

In summary: Make sure you own or have the right to use any content you make available on the Services. If you use content owned by someone else without permission, we may terminate your account. If you see anything which you believe infringes your intellectual property rights, let us know.

9. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that you will at all times comply with these Terms, including our <u>Community Guidelines</u> and any other policies Snap makes available in order to maintain the safety of the Services.

If you fail to comply, we reserve the right to remove any offending content; terminate or limit the visibility of your account, and retain data relating to your account in accordance with our data retention policies; and notify third parties — including law enforcement — and provide those third parties with information relating to your account. This step may be necessary to protect the safety of our users, and others, to investigate, remedy, and enforce potential Terms violations, and to detect and resolve any fraud or security concerns.

We also care about your physical safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use the Services while driving. And never put yourself or others in harm's way just to capture a Snap or to engage with other Snapchat features.

In summary: We try to make our Services as safe as possible, but we need your help. These Terms, our Community Guidelines, and other Snap policies contain important information about how to keep the Services and other users safe. And never put yourself or others in harm's way when using our Services.

10. Your Account

To use certain Services, you need to create an account. You agree to provide us with accurate, complete, and updated information for your account. You are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to help keep your account secure is to select a strong password that you don't use for any other account and to enable two-factor authentication. If you think that someone has gained access to your account, please immediately reach out to <u>Support</u>. Any software that we provide to you may

automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings. You agree not to create any account if we have previously removed or banned you or your account from any of our Services, unless we consent otherwise.

In summary: Keep your account details safe and secure. Only use an account if you are authorized by us to do so.

11. Memories

Memories is our personalized data-storage service that makes it easier for you to reminisce anytime, anywhere. One of the options we provide with Memories is the ability to create a restricted area by setting a passcode. By setting a passcode, you make it less likely that another person who gets ahold of your device will be able to see what you saved to the restricted area of Memories. But here's a big warning: If you lose or forget your Memories passcode, or if you enter the wrong one too many times, you will lose access to any content you saved in the restricted area of Memories. We don't offer any passcode recovery features for this restricted area. You are solely responsible for remembering your passcode. Please go to our <u>Support Site</u> for more details on passcodes.

Your content in Memories might become unavailable for any number of reasons, including things like an operational glitch or a decision on our end to terminate your account. Since we can't promise that your content will always be available, we recommend keeping a separate copy of content you save to Memories. We make no promise that Memories will be able to accommodate your precise storage needs. We reserve the right to set storage limits for Memories, or to prohibit certain types of content from being eligible for use with Memories, and we may change these limits and prohibitions from time to time in our sole discretion.

In summary: Memories will be automatically enabled, but you can control some features. Please be careful with your Memories passcode as we can't help you recover it if you forget. We cannot guarantee that any Memories will be stored forever either, so please do keep a backup.

12. Data Charges and Mobile Phones

You are responsible for any mobile charges that you may incur for using our Services. This includes data charges and charges for messaging, such as SMS, MMS, or other messaging protocols or technologies (collectively, "Messages"). If you're unsure what those charges may be, you should ask your service provider before using the Services.

By providing us with your mobile phone number you agree, among other things, to receive Messages from Snap related to the Services, including about promotions (where we have consent or as permitted by law), your account, and your relationship

with Snap. You agree that these Messages may be received even if your mobile phone number is registered on any state or federal Do Not Call list, or international equivalent.

If you change or deactivate the mobile phone number that you used to create an account, you must update your account information through Settings within 72 hours to prevent us from sending messages intended for you to someone else.

In summary: We may send you Messages, and mobile charges may apply when you use our Services.

13. Third-Party Materials and Services

Certain Services may display, include, or make available content, data, information, applications, features, or materials from third parties ("Third-Party Materials"), provide links to certain third-party websites, or permit the use of third-party services in connection with those Services. If you use any Third-Party Materials or third-party services made available through or in connection with our Services (including Services we jointly offer with the third party), the applicable third-party's terms will govern their relationship with you. Neither Snap nor any of our affiliates is responsible or liable for a third party's terms or actions taken under any third party's terms. Further, by using the Services, you acknowledge and agree that Snap is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third-Party Materials or third-party services or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials, or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials, the availability of third-party services and links to other websites are provided solely as a convenience to you.

In summary: Snap isn't responsible for third-party features, content or services accessible via or in connection with our Services – please make sure you read the third party's terms.

14. Modifying the Services and These Terms

We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time for any reason, and when we do, we may not provide you with any notice beforehand.

This also means we may need to update these Terms to reflect any changes to our Services or how we provide them, as well as to comply with legal requirements, or for other legal or security reasons. If those changes to these Terms are material we will provide you with reasonable advance notice (unless changes are required sooner, for example, as a result of a change in legal requirements or where we are launching new Services or features). If you continue to use the Services once the changes come into effect, we will take that as your acceptance.

In summary: Our Services are going to evolve over time. We may update these Terms from time to time to reflect these changes or for other reasons.

15. Termination and Suspension

While we hope you remain a lifelong Snapchatter, you can terminate these Terms at any time if you do not agree with any changes we make to these Terms, or for any other reason, by deleting your Snapchat account (or, in some cases, the account associated with the applicable part of the Services you are using).

We may restrict, terminate, or temporarily suspend your access to the Services if you fail to comply with these Terms, our <u>Community Guidelines</u> or the law, for reasons outside of our control, or for any other reason. That means that we may terminate these Terms, stop providing you with all or any part of the Services, or impose new or additional limits on your ability to use our Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason. And while we'll try to give you reasonable notice beforehand, we can't guarantee that notice will be possible in all circumstances.

Where we restrict, terminate or suspend your access to the Services for violation of our <u>Community Guidelines</u>, we will notify you and provide an opportunity for you to appeal.

Before we restrict, terminate or suspend your access to the Services, we will take into account all relevant facts and circumstances apparent from the information available to us, depending on the underlying reason for taking that action. For example, if you violate our <u>Community Guidelines</u> we consider the severity, frequency, and impact of the violations as well as the intention behind the violation. This will inform our decision whether to restrict, terminate or suspend your access to the Services and, in the event of suspension, how long we suspend your access. You can find out more about how we assess and take action against misuse of our Services on our <u>Support</u> <u>Site</u>.

Regardless of who terminates these Terms, both you and Snap continue to be bound by Sections 2, 3 (to the extent any additional terms and conditions would, by their terms, survive), and 6 - 24 of the Terms.

In summary: You can stop using the Services or delete your account at any time and for any reason, including if you don't like any changes to these Terms. We can restrict or terminate your access to the Services for the reasons set out above. When we do, we'll provide you notice in most cases, as well as an opportunity to appeal the decision.

16. Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Snap, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services, or any products or services provided by a third party in connection with the Services, even if recommended, made available, or approved by Snap, (b) your content, including infringement claims related to your content, (c) your breach of these Terms or any applicable law or regulation, or (d) your negligence or willful misconduct.

In summary: If you cause us some damage, you will compensate us.

17. Disclaimers

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE WE ATTEMPT TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY, (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS, OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

NEITHER WE NOR OUR AFFILIATES TAKE RESPONSIBILITY OR ASSUME LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH WE OR OUR AFFILIATES WILL BE RESPONSIBLE FOR.

In summary: Snap will try to make the Services available to you, but we do not make any promises regarding quality and will not be liable for any content which is not ours.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES, OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE DATE OF THE ACTIVITY GIVING RISE TO THE CLAIM.

In summary: We limit our liability for anything you do, instances where you cannot access the Services, things others do, and any issues resulting from unauthorized use of our Services. Where we are liable to you and you have suffered some loss, we limit our liability to a set amount.

19. Arbitration, Class-Action Waiver, and Jury Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND SNAP AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND INCLUDE A CLASS ACTION WAIVER AND JURY TRIAL WAIVER. This Arbitration Agreement supersedes all prior versions.

a. Applicability of Arbitration Agreement. In this Section 19 (the "Arbitration Agreement"), you and Snap agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the Services or any communications between you and Snap that are not brought in small claims court will be resolved by binding arbitration on an individual basis, except that you and Snap are not required to arbitrate any: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is an individual dispute and not a class action, (ii) disputes or claims where the only relief sought is injunctive relief, and (iii) disputes in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, patents or other intellectual property rights. To be clear: the phrase "all claims and disputes" also includes claims and disputes that arose between us before the effective date of these Terms. In addition, all disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

b. Informal Dispute Resolution First. We want to address any disputes without needing arbitration. If you have a dispute with Snap that is subject to arbitration, then prior to initiating arbitration, you agree to mail an individualized request ("Pre-Arbitration Demand") to Snap Inc., ATTN: Litigation Department, 3000 31st Street, Santa Monica, CA 90405 so that we can work together to resolve the dispute. A Pre-Arbitration Demand is valid only if it pertains to, and is on behalf of, a single individual. A Pre-Arbitration Demand brought on behalf of multiple individuals is invalid as to all. The Pre-Arbitration Demand must include: (i) your name, (ii) your Snapchat username, (iii) your name, telephone number, email address and mailing address or the name, telephone number, mailing address and email address of your counsel, if any, (iv) a description of your dispute, and (iv) your signature. Likewise, if Snap has a dispute with you, Snap will send an email or text message with its individualized Pre-Arbitration Demand, including the requirements listed above, to the email address or phone number associated with your Snapchat account. If the dispute is not resolved within sixty (60) days of the date that you or Snap send your Pre-Arbitration Demand, arbitration may then be filed. You agree that compliance with this subsection is a condition precedent to commencing arbitration, and that the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. Notwithstanding any other provision of this Agreement, the Arbitration Agreement or ADR Services' Rules, the party against whom an arbitration has been filed has the right to seek a judicial declaration in court regarding whether the arbitration should be dismissed for failure to comply with the informal dispute resolution process set forth in this subsection.

c. Arbitration Rules. The Federal Arbitration Act, including its procedural provisions, governs the interpretation and enforcement of this dispute-resolution provision, and not state law. If, after completing the informal dispute resolution process described above, you or Snap wishes to initiate arbitration, the arbitration will be conducted by ADR Services, Inc. ("ADR Services") (https://www.adrservices.com/). If ADR Services is not available to arbitrate, the arbitration will be conducted by National Arbitration and Mediation ("NAM) (https://www.namadr.com/). The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is anount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

d. Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party

initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

e. Fees. If Snap is the party initiating an arbitration against you, Snap will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration against Snap, you will be responsible for the nonrefundable Initial Filing Fee. If, however, the amount of the Initial Filing Fee is more than you would have to pay to file a Complaint in the United States District Court for the Central District of California (or, for cases where that court would lack original jurisdiction, the California Superior Court, County of Los Angeles), Snap will pay the difference between the Initial Filing Fee and the amount you would have to pay to file a Complaint in States Court, and the amount you would have to pay to file a Complaint filing Fee and the amount you would have to pay to file a Complaint in Court. Snap will pay both parties' Administrative Fee. Otherwise, ADR Services sets forth fees for its services, which are available at https://www.adrservices.com/rate-fee-schedule/.

f. Authority of the Arbitrator. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and Snap. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Snap.

g. Settlement Offers and Offers of Judgement. At least ten (10) calendar days before the date set for the arbitration hearing, you or Snap may serve a written offer of judgment on the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitration provider, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within thirty (30) calendar days after it is made, whichever is first, it shall be deemed withdrawn and cannot be given as evidence in the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs (including all fees paid to the arbitral forum) from the time of the offer.

h. Waiver of Jury Trial. YOU AND SNAP WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Snap are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Snap over whether to vacate or enforce an arbitration award, YOU AND SNAP WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

i. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. This subsection does not prevent you or Snap from participating in a class-wide settlement of claims. Notwithstanding any other provision of this Agreement, the Arbitration Agreement or ADR Services' Rules, disputes regarding the interpretation, applicability, or enforceability of this waiver may be resolved only by a court and not by an arbitrator. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IN SUCH CIRCUMSTANCES, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION THAT IS PERMITTED TO PROCEED MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

j. Right to Waive. Any rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Arbitration Agreement.

k. Opt-out. You may opt out of this Arbitration Agreement. If you do so, neither you nor Snap can force the other to arbitrate. To opt out, you must notify Snap in writing no later than 30 days after first becoming subject to this Arbitration Agreement; otherwise you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the class action waiver, the class action waiver still applies. You may not opt out of only the class action waiver and not also the arbitration provisions. Your notice must include your name and address, your Snapchat username and the email address you used to set up your Snapchat account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must either mail your opt-out notice to this address: Snap Inc., Attn: Arbitration Opt-out, 3000 31st Street, Santa Monica, CA 90405, or email the opt-out notice to arbitration-opt-out @ snap.com.

I. Small Claims Court. Notwithstanding the foregoing, either you or Snap may bring an individual action in small claims court.

m. Arbitration Agreement Survival. This Arbitration Agreement will survive the termination of your relationship with Snap, including any revocation of consent or

other action by you to end your participation in the Service or any communication with Snap.

In summary: Unless you exercise your right to opt out, Snap and you will resolve all claims and disputes first through an informal dispute resolution process and, if that does not resolve the issue, on an individual basis using binding arbitration. This means that you cannot bring a class action suit against us in the event of a claim or dispute.

20. Exclusive Venue

To the extent that these Terms allow you or Snap to initiate litigation in a court, both you and Snap agree that, except for a claim that may be brought in small claims court, all claims and disputes (whether contract, tort, or otherwise), including statutory claims and disputes, arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the United States District Court for the Central District of California. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Superior Court of California, County of Los Angeles. You and Snap consent to the personal jurisdiction of both courts.

21. Choice of Law

Except to the extent they are preempted by U.S. federal law, the laws of California, other than its conflict-of-laws principles, govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter.

22. Severability

If any provision of these Terms is found unenforceable, then that provision will be removed from these Terms and not affect the validity and enforceability of any remaining provisions.

23. California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

24. Final Terms

These Terms, including the additional terms referenced in Section 3, make up the entire agreement between you and Snap, and supersede any prior agreements. These Terms do not create or confer any third-party beneficiary rights. If we do not enforce a provision in these Terms, it will not be considered a waiver of our rights to enforce these Terms. We reserve the right to transfer our rights under these Terms and provide the Services using another entity, provided that entity upholds these Terms. You may not transfer any of your rights or obligations under these Terms without our consent. We reserve all rights not expressly granted to you. Where we have provided summary sections in these Terms, these summaries have been included for your convenience only and you should read these Terms in full to understand your legal rights and obligations.

25. Contact Us

Snap welcomes comments, questions, concerns, or suggestions. Please contact us by visiting <u>https://help.snapchat.com/</u>.

Snap Inc. is located in the United States at 3000 31st Street, Santa Monica, California 90405.

Snap Group Limited Terms of Service

Effective: August 15, 2023

Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you as a user of our Services. Although we have tried our best to strip the legalese from the Terms, there are places where they may still read like a traditional contract. There's a good reason for that: these Terms form a legally binding contract between you and Snap Group Limited ("Snap"). So please read them carefully.

In order to use Snapchat, Bitmoji, or any of our other products or services that are subject to these Terms (which we refer to collectively as the "Services"), you must accept these Terms, which are presented to you when you first open the app. If so, Snap grants you a non-assignable, non-exclusive, revocable, and non-sublicensable licence to use the Services in accordance with these Terms and our policies. Of course, if you don't accept them, then don't use the Services.

These Terms apply if you live outside the United States or if your principal place of business is outside of the United States. If you live in the United States or if your principal place of business is in the United States, Snap Inc. provides you the Services and your relationship is governed by the <u>Snap Inc. Terms of Service</u>.

ARBITRATION NOTICE: IF YOU'RE USING THE SERVICES ON BEHALF OF A BUSINESS, THEN YOUR BUSINESS WILL BE BOUND BY THE ARBITRATION CLAUSE THAT APPEARS LATER IN THESE TERMS.

1. Who Can Use the Services

Our services are not directed to children under the age of 13, and you must confirm that you are 13 years or older to create an account and use the Services. If we have actual knowledge that you are under the age of 13 (or the minimum age at which a person may use the Services in your state, province or country without parental consent, if greater), we will cease providing Services to you and delete your account and your data. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all such terms carefully. By using the Services, you confirm that (and represent and warrant that):

- you can form a binding contract with Snap;
- you are not a person who is barred from using the Services under the laws of the United States, the United Kingdom, or any other applicable jurisdiction including, for example, that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition;
- you are not a convicted sex offender; and
- you will comply with these Terms (including any other terms and policies referenced in these Terms, such as the <u>Community Guidelines</u>, <u>Music on Snapchat</u> <u>Guidelines</u>, and the <u>Commercial Content Policy</u>) and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you confirm that you are authorised to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to "you" and "your" in these Terms will mean both you as the end user and that business or entity).

In summary: Our Services are not directed at anyone under the age of 13 or the minimum age at which a person may use the Services in your state, province or country if it is older than 13. If we become aware that you are under this age we will suspend your use of the Services and delete your account and data. Other terms may apply to our Services which require you to be even older to use them so please review these carefully when prompted.

2. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a licence to use that content. How broad that licence is depends on which Services you use and the settings you have selected.

For all content you submit to the Services (including Public Content), you grant Snap and our affiliates a worldwide, royalty-free (meaning that there is no ongoing payment to you required), sublicencable, and transferable licence to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyse, transmit, and distribute that content. This licence is for the purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones. This licence includes a right for us to make your content available to, and pass these rights along to, service providers with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services.

We call Public Story submissions and any other content you submit to public Services, like Public Profiles, Spotlight, Snap Map, or Lens Studio, "Public Content." Because Public Content is inherently public, you grant Snap, our affiliates, other users of the Services, and our business partners a worldwide, royalty-free, and irrevocable right and licence to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronise, overlay graphics and auditory effects on, publicly perform, and publicly display all or any portion of your Public Content in any form and in any and all media or distribution methods, now known or later developed. This licence applies to the separate video, image, sound recording, or musical compositions contained in your Public Content, as well as the name, image, likeness, and voice of anyone featured in Public Content that you create, upload, post, send, or appear in (including as reflected in your Bitmoji). This means, among other things, that you will not be entitled to any compensation if your content, videos, photos, sound recordings, musical compositions, name, image, likeness, or voice are used by us, our affiliates, users of the Services, or our business partners. The licences granted by you for Public Content continue for so long as the Public Content is on the Services and for a reasonable period of time after you remove or delete the Public Content from the Services (provided we may retain server copies of your Public Content indefinitely). For information about how to tailor who can watch your content, please take a look at our Privacy Policy and Support Site. All Public Content must be appropriate for people ages 13+.

To the extent permissible by law, you irrevocably waive — or agree not to assert against Snap or its affiliates — any moral rights or equivalent rights you may have in

content you share on the Services throughout the world.

While we're not required to do so, we reserve the right to access, review, screen, and delete any content: (i) which we think violates these Terms or any applicable laws, including any additional terms referenced in Section 3, or our policies, such as our <u>Community Guidelines</u>, or (ii) if necessary to comply with our legal obligations. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Services.

We, Snap Inc., our affiliates, and our third-party partners may place advertising on the Services, including personalised advertising — with your consent, where required — based on the information you provide us, we collect, or we obtain about you. Advertising may sometimes appear near, between, over, or in your content.

We always love to hear from our users. But if you provide feedback or suggestions, just know that we can use them without compensating you, and without any restriction or obligation to you. You agree that we will own all rights in anything we develop based on such feedback or suggestions.

In summary: If you post content that you own to the Services, you remain the owner but you allow us and others to use it to provide and promote our Services. You also allow other users to view and, in some cases, use any content you make available to others on the Services. We have various rights to change and remove your content, but you always remain responsible for everything you create, post or share.

3. Additional Terms for Specific Services

Additional terms and conditions listed on the <u>Snap Terms & Policies</u> page or that are otherwise made available to you may apply to specific Services. If you use those Services, then those additional terms may apply and will then become part of these Terms. If any of the applicable additional terms conflict with these Terms, the additional terms will override and apply in place of the conflicting parts of these Terms while you are using the Services to which those additional terms apply.

In summary: Additional terms may apply, please take the time to read them carefully.

4. Privacy

Your privacy matters to us. You can learn how your information is handled when you use our Services by reading our <u>Privacy Policy</u>.

5. Personalised Recommendations

Our Services provide personalised recommendations. This is designed to make our Services more relevant and engaging for you. We will recommend content, advertising and other information to you based on what we know and infer about your and others' interests from use of our Services. It is necessary for us to handle your personal data for this purpose, as we explain in our <u>Privacy Policy</u>. It is also a condition of our contract with you for us to be able to do so, unless you opt to receive less personalisation in the Services. You can find more information on personalised recommendations on our <u>Support Site</u>.

In summary: Some of our Services provide personalised advertising and other recommendations to you based on data we collect as explained <u>here</u> and in our <u>Privacy Policy</u>.

6. Content Moderation

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the user or entity that submitted it. Although Snap reserves the right to review, moderate, or remove all content that appears on the Services, we do not review all of it. So we cannot — and do not — guarantee that other users or the content they provide through the Services will comply with our Terms, <u>Community Guidelines</u> or our other terms, policies or guidelines. You can read more about Snap's approach to content moderation on our <u>Support Site</u>.

Users can report content produced by others or others' accounts for violation of our Terms, <u>Community Guidelines</u> or other guidelines and policies. More information about how to report content and accounts is available on our <u>Support Site</u>.

We hope you'll understand any decisions we make about content or user accounts, but if you have any complaints or concerns you can use the submission form available <u>here</u> or use available in-app options. If you use this process, your complaint must be submitted within six months of the relevant decision.

Upon receiving a complaint, we will:

- ensure the complaint is reviewed in a timely, non-discriminatory, diligent and nonarbitrary manner;
- reverse our decision if we determine our initial assessment was incorrect; and
- inform you of our decision and of any possibilities for redress promptly.

In summary: Most content on the Services is owned or controlled by others and we don't have any control or responsibility over that content. We have content moderation policies and processes in place that apply to content on the Services.

7. Respecting the Services and Snap's Rights

As between you and us, Snap is the owner of the Services, which includes all related brands, works of authorship, Bitmoji avatars that you assemble, software, and other

proprietary content, features, and technology.

You must also respect Snap's rights and adhere to the <u>Snapchat Brand Guidelines</u>, <u>Bitmoji Brand Guidelines</u>, and any other guidelines, support pages, or FAQs published by Snap or our affiliates. That means, among other things, you may not do, attempt to do, enable, or encourage anyone else to do, any of the following and doing so may result in us terminating or suspending your access to the Services:

- use branding, logos, icons, user interface elements, product or brand look and feel, designs, photographs, videos, or any other materials Snap makes available via the Services, except as explicitly allowed by these Terms, the <u>Snapchat Brand</u> <u>Guidelines</u>, <u>Bitmoji Brand Guidelines</u> or other brand guidelines published by Snap or our affiliates;
- violate or infringe Snap's, our affiliates' or any other third party's copyrights, trademarks, or other intellectual property rights, including by using the Services to submit, display, post, create or generate any infringing content;
- copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or the content on the Services, other than temporary files that are automatically cached by your web browser for display purposes, as otherwise expressly permitted in these Terms, as otherwise expressly permitted by us in writing, or as enabled by the Service's intended functionality;
- create another account if we have already disabled your account, attempt to access the Services through unauthorised third-party applications, solicit login credentials from other users, or buy, sell, rent, or lease access to your account, a username, Snaps, or a friend link;
- reverse engineer, duplicate, decompile, disassemble, or decode the Services (including any underlying idea or algorithm), or otherwise extract the source code of the software of the Service;
- use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other users' information;
- use or develop any third-party applications that interact with the Services or other users' content or information without our written consent;
- use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
- upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;

- attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorised to access;
- probe, scan, or test the vulnerability of our Services or any system or network;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms or our <u>Community Guidelines</u>.

In summary: We own or control all of the content, features and functionalities of the Services. To ensure the Services and other users are protected from harm, there are rules we need you to follow when you use our Services. Failure to comply with these rules may result in suspension or termination of your account.

8. Respecting Others' Rights

Snap respects the rights of others. And so should you. You therefore may not use the Services, or enable anyone else to use the Services, in a manner that violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual property right. When you submit content to the Services, you are solely responsible for ensuring and must ensure that you own that content, or that you have received all necessary permissions, clearances, and authorisations in order to submit it to the Services (including, if applicable, the right to make mechanical reproductions of the musical works embodied in any sound recordings, synchronise any compositions to any content, publicly perform any compositions or sound recordings, or any other applicable rights for any music not provided by Snap that you include in your content. You also agree that you will not use or attempt to use another user's account except as permitted by Snap or its affiliates.

Snap honors copyright laws, including the Digital Millennium Copyright Act and takes reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. If Snap becomes aware that a user has repeatedly infringed copyrights, we will take reasonable steps within our power to suspend or terminate the user's account. If you believe that anything on the Services infringes a copyright that you own or control, please report it using the form accessible through this tool. Or you may file a notice with our designated agent: Snap Inc., Attn: Copyright Agent, 3000 31st Street, Santa Monica, CA 90405, email: copyright @ snap.com. Don't use this email address for anything other than reporting copyright infringement, as such emails will be ignored. To report other forms of infringement on the Services, please use the tool accessible <u>here</u>. If you file a notice with our Copyright Agent, it must:

- contain the physical or electronic signature of a person authorised to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorised to act on behalf of the copyright owner.

In summary: Make sure you own or have the right to use any content you make available on the Services. If you use content owned by someone else without permission, we may terminate your account. If you see anything which you believe infringes your intellectual property rights, let us know.

9. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that you will at all times comply with these Terms, including our <u>Community Guidelines</u> and any other policies Snap makes available in order to maintain the safety of the Services.

If you fail to comply, we reserve the right to remove any offending content; terminate or limit the visibility of your account, and retain data relating to your account in accordance with our data retention policies; and notify third parties — including law enforcement — and provide those third parties with information relating to your account. This step may be necessary to protect the safety of our users, and others, to investigate, remedy, and enforce potential Terms violations, and to detect and resolve any fraud or security concerns.

We also care about your physical safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use the Services while driving. And never put yourself or others in harm's way just to capture a Snap or to engage with other Snapchat features.

In summary: We try to make our Services as safe as possible, but we need your help. These Terms, our Community Guidelines and other Snap policies contain important information about how to keep the Services and other users safe. And never put yourself or others in harm's way when using our Services.

10. Your Account

To use certain Services, you need to create an account. You agree to provide us with accurate, complete, and updated information for your account. Except in the unlikely event that activity occurs in your account outside of your control, you are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to help keep your account secure is to select a strong password that you don't use for any other account and to enable two-factor authentication. If you think that someone has gained access to your account, please immediately reach out to <u>Support</u>. Any software that we provide to you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings. You agree not to create any account if we have previously removed or banned you or your account from any of our Services, unless we consent otherwise.

In summary: Keep your account details safe and secure. Only use an account if you are authorised by us to do so.

11. Memories

Memories is our personalised data-storage service that makes it easier for you to reminisce anytime, anywhere.

One of the options we provide with Memories is the ability to create a restricted area by setting a passcode. By setting a passcode, you make it less likely that another person who gets ahold of your device will be able to see what you saved to the restricted area of Memories. But here's a big warning: if you lose or forget your Memories passcode, or if you enter the wrong one too many times, you will lose access to any content you saved in the restricted area of Memories. We don't offer any passcode recovery features for this restricted area. You are solely responsible for remembering your passcode. Please go to our <u>Support Site</u> for more details on passcodes.

Your content in Memories might become unavailable for any number of reasons, including things like an operational glitch or a decision on our end to terminate your account. Since we can't promise that your content will always be available, we recommend keeping a separate copy of content you save to Memories. We make no promise that Memories will be able to accommodate your precise storage needs. We reserve the right to set storage limits for Memories, or to prohibit certain types of content from being eligible for use with Memories and we may change these limits from time to time in our sole discretion. In summary: Memories will be automatically enabled, but you can control some features. Please be careful with your Memories passcode as we can't help you recover it if you forget. We cannot guarantee that any Memories will be stored forever either, so please do keep a backup.

12. Data Charges and Mobile Phones

You are responsible for any mobile charges that you may incur for using our Services. This includes data charges and charges for messaging, such as SMS, MMS, or other messaging protocols or technologies (collectively, "Messages"). If you're unsure what those charges may be, you should ask your service provider before using the Services.

By providing us with your mobile phone number you agree, among other things, to receive Messages from Snap related to the Services, including about promotions (where we have consent or as permitted by law), your account, and your relationship with Snap. These Messages may be received even if your mobile phone number is registered on any kind of "Do Not Call" list, or international equivalent.

If you change or deactivate the mobile phone number that you used to create an account, you must update your account information through Settings within 72 hours to prevent us from sending messages intended for you to someone else.

In summary: We may send you Messages, and mobile charges may apply when you use our Services.

13. Third-Party Materials and Services

Certain Services may display, include or make available content, data, information, applications, features or materials from third parties ("Third-Party Materials"), provide links to certain third-party websites or permit the use of third-party services in connection with them. If you use any Third-Party Materials or third-party services made available through or in connection with our Services (including Services we jointly offer with the third party), the applicable third-party's terms will govern their relationship with you. Neither Snap nor any of our affiliates is responsible or liable for a third party's terms or actions taken under any third party's terms. Further, by using the Services, you acknowledge and agree that Snap is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or third-party services or websites. We do not provide any assurances or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials, the availability of third-party services and links to other websites are provided solely as a convenience to you.
In summary: Snap isn't responsible for third party features, content or services accessible via or in connection with our Services – please make sure you read the third party's terms.

14. Modifying the Services and These Terms

We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities over time, and we may also suspend, stop or terminate the Services altogether. We may take any of these actions at any time, and when we do, we will try to notify you beforehand — but this won't always be possible.

This also means we may need to update these Terms to reflect any changes to our Services or how we provide them, as well as to comply with legal requirements, or for other legal or security reasons. If those changes to these Terms are material we will provide you with reasonable advance notice (unless changes are required sooner, for example, as a result of a change in legal requirements or where we are launching new Services or features). If you continue to use the Services once the changes come into effect, we will take that as your acceptance.

In summary: Our Services are going to evolve over time. We may update these Terms from time to time to reflect these changes or for other reasons.

15. Termination and Suspension

While we hope you remain a lifelong Snapchatter, you can terminate these Terms at any time if you do not agree with any changes we make to these Terms, or for any other reason, by deleting your Snapchat account (or, in some cases, the account associated with the applicable part of the Services you are using).

We may restrict, terminate, or temporarily suspend your access to the Services if you fail to comply with these Terms, our <u>Community Guidelines</u> or the law, for reasons outside of our control, or for any other reason. That means that we may terminate these Terms, stop providing you with all or any part of the Services, or impose new or additional limits on your ability to use our Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason. And while we'll try to give you reasonable notice beforehand, we can't guarantee that notice will be possible in all circumstances.

Where we restrict, terminate or suspend your access to the Services for violation of our <u>Community Guidelines</u>, we will notify you and provide an opportunity for you to appeal.

Before we restrict, terminate or suspend your access to the Services, we will take into account all relevant facts and circumstances apparent from the information available to us, depending on the underlying reason for taking that action. For example, if you

violate our <u>Community Guidelines</u> we consider the severity, frequency, and impact of the violations as well as the intention behind the violation. This will inform our decision whether to restrict, terminate or suspend your access to the Services and, in the event of suspension, how long we suspend your access. You can find out more about how we assess and take action against misuse of our Services on our <u>Support</u> <u>Site</u>.

Regardless of who terminates these Terms, both you and Snap continue to be bound by Sections 2, 3 (to the extent any additional terms and conditions would, by their terms, survive), and 6 - 23 of the Terms.

In summary: You can stop using the Services or delete your account at any time and for any reason, including if you don't like any changes to these Terms. We can restrict or terminate your access to the Services for the reasons set out above. When we do, we'll provide you notice in most cases, as well as an opportunity to appeal the decision.

16. Indemnity

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Snap, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services, (b) your content, including infringement claims related to your content, (c) your breach of these Terms or any applicable law or regulation, or (d) your negligence or intentional misconduct.

In summary: If you cause us some damage, you will compensate us.

17. Disclaimers

We will try hard to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

The Services are provided "as is" and "as available" and to the extent permitted by law and except as stated above, without warranties of any kind, either express or implied, including, in particular implied warranties, conditions, or other terms relating to: (a) merchantability, satisfactory quality, fitness for a particular purpose, title, quiet enjoyment, non-infringement, or (b) arising from a course of dealing. In addition, while we attempt to provide a good user experience, we do not represent or warrant that: (i) the Services will always be entirely secure, error-free or timely, (ii) the Services will always function without delays, disruption or imperfections, or (iii) any content or information you obtain through the Services will always be timely or accurate. IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW THE EXCLUSIONS PROVIDED FOR IN THIS CLAUSE, THOSE EXCLUSIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED.

To the fullest extent permitted by law, Snap, Snap Inc., and our affiliates take no responsibility and assume no liability for any content that you, another user, or a third party creates, uploads, posts, sends, receives, views, or stores on or through our Services and you understand and agree that you may be exposed to content that might be offensive, illegal, misleading, or otherwise inappropriate, none of which Snap, Snap Inc., nor our affiliates will be responsible for.

Nothing in these Terms will exclude or limit any responsibility we may have to remove content if so required by the law of the country where you live.

In summary: Snap will try to make the Services available to you, but we do not make any promises regarding quality and will not be liable for any content which is not ours.

18. Limitation of Liability

Snap, Snap Inc., and our affiliates, directors, officers, stockholders, employees, licensors, suppliers, and agents will not be liable for any indirect, incidental, special, consequential, punitive, or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses, resulting from: (a) your use of the Services or inability to use the Services, (b) your access to or inability to access the Services, (c) the conduct or content of other users or third parties on or through the Services, or (d) unauthorised access, use or alteration of your content. Except to the extent specified otherwise in any other applicable terms of Snap, Snap Inc., or our affiliates, in no event will Snap, Snap Inc., or our affiliates' aggregate liability for all claims relating to the Services exceed the greater of (a) €100 EUR, and (b) the amount you paid Snap in the last 12 months for any Services.

Nothing in these Terms (or for the avoidance of doubt any other terms to which you are subject in respect of the provision of Services by Snap Snap Inc., or our affiliates) shall exclude or limit Snap's, Snap Inc.'s, or our affiliates' liability for: (a) death or personal injury arising from their own respective intent or negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability to the extent that such liability may not be excluded or limited as a matter of law.

Further, nothing in these Terms affects your statutory rights as a consumer.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY LIMITATION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED. In summary: We limit our liability for anything you do, instances where you cannot access the Services, things others do and any issues resulting from unauthorised use of our Services. Where we are liable to you and you have suffered some loss, we limit our liability to a set amount.

19. Dispute Resolution and Arbitration

If you have a concern, let's talk. Go ahead and <u>contact us</u> first and we'll do our best to resolve the issue.

Some of our Services may have additional terms that contain dispute resolution provisions unique to that Service or your residency.

If you are using the Services on behalf of a business (rather than for your personal use), you and Snap Group Limited agree that to the extent permitted by law, all claims and disputes between us arising out of or relating to these Terms or the use of the Services will be finally settled through binding arbitration under the LCIA Arbitration Rules, which are incorporated by reference into this clause. There will be one arbitrator (to be appointed by the LCIA), the arbitration will take place in London, and the arbitration will be conducted in English. If you do not wish to agree to this clause, you must not use the Services.

In summary: Get in touch with us if you have a complaint. Disputes with business users will be settled through arbitration.

20. Exclusive Venue

To the extent that these Terms allow you or Snap to initiate litigation in a court, both you and Snap agree that all claims and disputes (whether contractual or otherwise), arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the courts of England in the United Kingdom, unless this is prohibited by the laws of the country where you reside. You and Snap consent to the exclusive jurisdiction of those courts.

21. Choice of Law

The laws of England and Wales govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter. The courts in some countries may not apply the laws of England and Wales to some disputes related to these Terms. If you reside in one of those countries, the laws of your home country may apply to those disputes.

22. Severability

If any provision of these Terms is found unenforceable, then that provision will be removed from these Terms and not affect the validity and enforceability of any remaining provisions.

23. Final Terms

These Terms, including the additional terms referenced in Section 3, make up the entire agreement between you and Snap, and supersede any prior agreements. These Terms do not create or confer any rights to third parties. If we do not enforce a provision in these Terms, it will not be considered a waiver of our rights to enforce these Terms. We reserve the right to transfer our rights under these Terms and provide the Services using another entity, provided that entity upholds these Terms. You may not transfer any of your rights or obligations under these Terms without our consent. We reserve all rights not expressly granted to you. Where we have provided summary sections in these Terms, these summaries have been included for your convenience only and you should read these Terms in full to understand your legal rights and obligations.

24. Contact Us

Snap Group Limited welcomes comments, questions, concerns, or suggestions. You can contact us or get support by using <u>this online form</u>.

The company responsible for the Services outside the United States is called Snap Group Limited and is located in the United Kingdom at 50 Cowcross Street, Level 2, London, EC1M 6AL, United Kingdom. Registered company number: 09763672. VAT ID: GB 237218316.

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Community Guidelines Updated: August 2023

At Snap, we contribute to human progress by empowering people to express themselves, live in the moment, learn about the world, and have fun together. We created these Community Guidelines to support our mission by encouraging the broadest range of selfexpression, while striving to make sure Snapchatters can use our services safely every day. We intend for these Guidelines to be clear and understandable for all members of our community. Please note that in order to join our community, you must be at least 13 years old.

These Guidelines apply to all content (which includes all forms of communication, like text, images, generative AI, links or attachments, emojis, Lenses and other creative tools) or behavior on Snapchat — and to all Snapchatters. We are particularly sensitive to content or behavior that poses a risk of severe harm to Snapchatters, and reserve the right to take immediate, permanent action against users engaging in such behavior. Additional guidance about what we consider to be severe harm and how we take action against it is available <u>here</u>.

Advertisers and media partners in Discover agree to additional guidelines, including the requirement that their content is accurate and, where appropriate, factchecked. Developers are also subject to additional rules. We also implement safeguards to help keep generative AI content in line with our Community Guidelines. We've outlined here and in our <u>Terms of Service</u> specific rules for content that is prohibited on Snapchat, and we work to ensure these rules are applied consistently. When applying these rules, we take into account the nature of the content, including whether it is newsworthy, factual, and relates to a matter of political, social, or other general concern to our community. Additional context about how we moderate content and enforce our policies is available <u>here</u>. We also provide links to more detailed information about our Community Guidelines throughout each of the sections below.

We want Snapchat to be a safe and positive experience for everyone. We reserve the right to decide, at our sole discretion, what content or behavior violates the spirit of our rules.

Sexual Content

- We prohibit any activity that involves sexual exploitation or abuse of a minor, including sharing child sexual exploitation or abuse imagery, grooming, or sexual extortion (sextortion), or the sexualization of children. We report all identified instances of child sexual exploitation to authorities, including attempts to engage in such conduct. Never post, save, send, forward, distribute, or ask for nude or sexually explicit content involving anyone under the age of 18 (this includes sending or saving such images of yourself).
- We prohibit promoting, distributing, or sharing pornographic content, as well as commercial activities that relate to pornography or sexual interactions (whether online or offline).
- Breastfeeding and other depictions of nudity in nonsexual contexts are generally permitted.
- Additional guidance on sexual conduct and content that violates our Community Guidelines is available <u>here</u>

Harassment & Bullying

- We prohibit bullying or harassment of any kind. This extends to all forms of sexual harassment, including sending unwanted sexually explicit, suggestive, or nude images to other users. If someone blocks you, you may not contact them from another Snapchat account.
- Sharing images of a person in a private space like a bathroom, bedroom, locker room, or medical facility — without their knowledge and consent is prohibited, as is sharing another person's private information without their knowledge and consent or for the purpose of harassment (i.e., "doxxing").
- If someone is depicted in your Snap and asks you to remove it, please do! Respect the privacy rights of others.
- Please also do not harass another Snapchatter by abusing our reporting mechanisms, such as intentionally reporting content that is permissible.
- Additional guidance on how bullying and harassment violate our Community Guidelines is available <u>here</u>.

Threats, Violence & Harm

- Encouraging or engaging in violent or dangerous behavior is prohibited. Never intimidate or threaten to harm a person, a group of people, or someone's property.
- Snaps of gratuitous or graphic violence, including animal abuse, are not allowed.
- We don't allow the glorification of self-harm, including the promotion of self-injury, suicide, or eating disorders.
- Additional guidance on threats, violence, and harm that violate our Community Guidelines is available <u>here</u>.

Harmful False or Deceptive Information

- We prohibit spreading false information that causes harm or is malicious, such as denying the existence of tragic events, unsubstantiated medical claims, undermining the integrity of civic processes, or manipulating content for false or misleading purposes (whether through generative AI or through deceptive editing).
- We prohibit pretending to be someone (or something) that you're not, or attempting to deceive people about who you are. This includes impersonating your friends, celebrities, public figures, brands, or other people or organizations for harmful, non-satirical purposes.
- We prohibit spam, including pay-for-follower promotions or other follower-growth schemes, the promotion of spam applications, or the promotion of multilevel marketing or pyramid schemes.
- We prohibit fraud and other deceptive practices, including the promotion of fraudulent goods or services or get-rich-quick schemes, or imitating Snapchat or Snap Inc.
- Additional guidance on harmful false or deceptive content that violates our Community Guidelines is available <u>here</u>.

Illegal or Regulated Activities

 Don't use Snapchat to send or post content that's illegal in your jurisdiction, or for any illegal activity. This includes promoting, facilitating, or participating in criminal activity, such as buying, selling, exchanging, or facilitating sales of illegal or regulated drugs, contraband (such as child sexual exploitation or abuse imagery), weapons, or counterfeit goods or documents. It also includes promoting or facilitating any form of exploitation, including sex trafficking, labor trafficking, or other human trafficking.

- We prohibit the illegal promotion of regulated goods or industries, including unauthorized promotion of gambling, tobacco or vape products, and alcohol.
- Additional guidance on prohibited illegal or regulated activities that violate our Community Guidelines is available <u>here</u>.

Hateful Content, Terrorism, and Violent Extremism

- Terrorist organizations, violent extremists, and hate groups are prohibited from using our platform. We have no tolerance for content that advocates or advances terrorism or violent extremism.
- Hate speech or content that demeans, defames, or promotes discrimination or violence on the basis of race, color, caste, ethnicity, national origin, religion, sexual orientation, gender, gender identity, disability, or veteran status, immigration status, socio-economic status, age, weight, or pregnancy status is prohibited.
- Additional guidance on hateful content, terrorism, and violent extremism that violates our Community Guidelines is available <u>here</u>.

Please remember that you can always submit a report to our Trust & Safety team using our <u>in-app reporting</u> <u>features</u> or by completing <u>this form</u> (which allows you to report a concern whether you have a Snapchat account or not). We review these reports to determine violations of these Guidelines. If you violate these Community Guidelines, we may remove the offending content, terminate or limit the visibility of your account, and/or notify law enforcement. We also refer information to law enforcement when activity poses an imminent threat to human life. If your account is terminated for violating these Guidelines, you are not allowed to use Snapchat again or circumvent this termination in any way.

Snap reserves the right to remove or restrict account access for users whom we have reason to believe, in our sole discretion, pose a danger to others, on or off of Snapchat. These include leaders of hate groups and terrorist organizations, individuals with a reputation for inciting violence or perpetrating severe harms against others, or behavior that we believe poses a threat to human life. In evaluating such behavior, we may consider guidance from other sources, such as subject matter experts or law enforcement, in determining whether to remove or restrict account access.

Please visit our <u>Safety Center</u> for more information about safety at Snapchat. There, you'll find detailed instructions on managing your Snapchat experience, including taking actions like updating your privacy settings, choosing who can see your content, and blocking other users.

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Snapchat Moderation, Enforcement, and Appeals

Community Guidelines Explainer Series Updated: August 2023

Across Snapchat, we're committed to advancing safety while respecting the privacy interests of our community. We take a balanced, risk-based approach to combating harms — combining transparent content moderation practices, consistent and equitable enforcement, and clear communication to hold ourselves accountable for applying our policies fairly.

Content Moderation

We've designed Snapchat with safety in mind, and this design is key in helping to prevent the spread of harmful content. Snapchat does not offer an open news feed where unvetted publishers or individuals have an opportunity to broadcast hate, misinformation, or violent content.

In addition to these design safeguards, we use a combination of automated tools and human review to moderate our public content surfaces (such as Spotlight, Public Stories, and Maps)--including machine learning tools and dedicated teams of real people--to review potentially inappropriate content in public posts.

On Spotlight, for example, where creators can submit creative and entertaining videos to share with the broader Snapchat community, all content is first reviewed automatically by artificial intelligence before gaining any distribution. Once a piece of content gains more viewership, it's then reviewed by human moderators before it is given the opportunity to reach a large audience. This layered approach to moderating content on Spotlight reduces the risk of spreading misinformation, hate speech, or other potentially harmful content, in addition to promoting a fun, positive, and safe experience for everyone.

Similarly, editorial content that has been produced by media companies, such as Publisher Stories or Shows, is subject to a set of <u>content guidelines</u>—which prohibit the spread of misinformation, hate speech, conspiracy theories, violence, and many other categories of harmful content, holding these partners to elevated standards for safety and integrity. Additionally, we use proactive harmdetection technology on other public or high-visibility surfaces—such as Stories—to help identify harmful content, and we use keyword filtering to help prevent harmful content (such as accounts trying to advertise illicit drugs or other illegal content) from returning in search results.

Across all of our product surfaces, users can report accounts and content for potential violations of our Community Guidelines. We make it easy for Snapchatters to submit a confidential report directly to our Trust & Safety team, who are trained to evaluate the report; take appropriate action according to our policies; and notify the reporting party of the outcome–-typically within a matter of hours. For more information about reporting harmful content or behavior, visit <u>this resource</u> on our Support Site. You can also learn more about efforts to identify and take down harmful content, and promote wellness and safety on Snapchat, <u>here</u>.

Policy Enforcement @ Snap

It's important to us at Snap that our policies promote consistent and fair enforcement. For this reason, we consider a combination of factors to determine the appropriate penalties for violations of the Community Guidelines. The most important of these factors are the severity of the harm and any relevant history by the Snapchatter of previous violations.

We apply a risk-based approach to distinguish the most severe harms from other types of violations that may not rise to the same level of seriousness. For information about our enforcement of severe harms, and the types of violations that fall into that category, we've developed <u>this</u> <u>resource</u>.

Accounts we determine are used primarily to violate our Community Guidelines or to perpetrate serious harms will immediately be disabled. Examples include accounts engaged in serious bullying or harassment, impersonation, fraud, promotion of extremist or terrorist activity, or otherwise using Snap to engage in illegal activity.

For other violations of our Community Guidelines, Snap generally applies a three-part enforcement process:

- Step one: the violating content is removed.
- Step two: the Snapchatter receives a notification, indicating that they have violated our Community Guidelines, that their content has been removed, and that repeated violations will result in additional enforcement actions, including their account being disabled.
- Step three: our team records a strike against the Snapchatter's account.

A strike creates a record of violations by a particular Snapchatter. Every strike is accompanied by a notice to the Snapchatter; if a Snapchatter accrues too many strikes over a defined period of time, their account will be disabled.

This strike system ensures that Snap applies its policies consistently, and in a way that provides warning and education to users who violate our Community Guidelines. The primary goal of our policies is to ensure that everyone can enjoy using Snapchat in ways that reflect our values and mission; we have developed this enforcement framework to help support that goal at scale.

Notice and Appeals Processes

To ensure that Snapchatters have a clear understanding of why an action has been taken against their account, and to provide an opportunity to meaningfully dispute the enforcement outcome, we have established Notice and Appeals processes that safeguard the interests of our community while protecting Snapchatters' rights.

To better understand why an enforcement action has been taken, please note that we apply our <u>Community</u> <u>Guidelines</u> and <u>Terms of Service</u> when we evaluate whether to enforce penalties against an account, and apply our <u>Community Guidelines</u>, <u>Terms of Service</u>, and <u>Content Guidelines for Recommendation Eligibility</u> to moderate Snaps posted to Discover and Spotlight.

For information about how our appeals processes work, we have developed support articles on <u>account appeals</u> and <u>content appeals</u>.

When Snapchat grants an appeal of an account lock, access to the Snapchatter's account will be restored. Whether or not the appeal is successful, we will notify the appealing party of our decision in a timely manner.

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Snapchat Safety Center

Snapchat is a fast, fun way to share moments with friends and family. Most of our community uses Snapchat every day, so it isn't surprising that parents and teachers regularly ask us for advice. We share your concerns and wish to provide a safe, fun environment for creativity and expression.

Reporting is Easy!

In-App Reporting

You can easily report inappropriate content to us right in the app! Just press and hold on the Snap, then tap the 'Report Snap' button. Let us know what's going on - we'll do our best to help! Learn more about reporting abuse in-app and download our Quick-Guide to Snapchat Reporting.



Safety is a Shared Responsibility

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Since the beginning, Snapchat has been about empowering people to express themselves with their camera. We didn't want to create a social network where you automatically friend everyone you know, or where you only see what's most popular. Instead, we wanted to make it easier for people, publishers, and brands to tell their stories — their way!

Snapchat is for personal communication, not broadcasting.

Snaps are made for quick and easy communication, which is why they delete by default! Friends will only see the things that you send them directly, or choose to post publicly to your Story.

Approach to Safety Partnerships.

Snap is deeply committed to the safety and wellbeing of our community, and our teams, products, policies, and partnerships apply safety by design principles to keep Snapchatters safe and informed.

In addition to our internal team of content moderators who directly work to keep our platform safe, we work with industry experts and non-governmental organizations to provide resources and support to Snapchatters in need.

Trusted Flagger Program.

Our Trusted Flagger Program was developed to help provide support for non-profits, non-governmental organizations (NGOs), select government agencies, and safety partners that support that Snapchat community and report content that violates our Community Guidelines.

Safety Advisory Board.

Our Safety Advisory Board members also educate, challenge, raise issues, and advise Snap on how to keep the Snapchat community safe.

Through our partnerships, we have been able to create resources, such as <u>Here for You</u>, a custom section in Search that houses localized resources and content from professional non-profit organizations that's shown when people type in words associated with being in crisis and launch, <u>Safety Snapshot</u>, our digital literacy program aimed at educating Snapchatters about issues like data privacy, security and online safety. For more information about our wellness resources, download our <u>Quick-Guide</u> to Snapchat Wellness Resources!

Digital Well-Being Index and Research

To offer insight into how teens and young adults are faring online, Snap conducted research into Generation Z's digital well-being. The study, which draws on more than four decades of subjective well-being research, was adapted for the online environment to produce a Digital Well-Being Index (DWBI), a measure of Gen Z's online psychological well-being. In 2022, we surveyed teens (aged 13-17), young adults (aged 18-24) and parents of teens, aged 13 to 19 in six countries: Australia, France, Germany, India, UK and the U.S. We asked about their exposure to various online risks and, from those results and other attitudinal responses, devised a DWBI for each country and a combined reading across all six. The 2022 Digital Well-Being Index for the six geographies stands at 62. To read more about the Digital Well-Being Index and the research findings, please visit our <u>DWBI page</u>.



Tips for Staying Safe

As Snapchat has grown over the years, your privacy and safety have always been top of mind. That said, there are some steps you can take to make sure you stay extra safe!

Snapchat Etiquette

Be kind and respectful to other Snapchatters. Be thoughtful about what you Snap, and don't send people anything they wouldn't want to receive.

Snaps Delete by Default, But...

Remember, even though Snaps are designed to delete by default, a friend can still grab a screenshot or take a picture with another device.

Privacy Settings

Check your <u>privacy settings</u> to choose who can send you Snaps, or view your Stories and location on Snap Map.

Friends

Snapchat was made for keeping in touch with your close friends, so we'd suggest against friending anyone you don't know in real life.

Community Guidelines

Read up and follow our <u>Community Guidelines</u>, and try to help your friends follow them too!

Report Safety Concerns

If you come across something upsetting, or if anyone asks you to do something inappropriate or that makes you uncomfortable, please report the Snap to us — and talk to your parent or a trusted adult about it.

 If you ever need to report something, just press and hold on whatever Snap you're viewing, and then tap the 'Report Snap' button to reach out to us. You can also report a Snapchat safety concern on the web.

Bullying

If someone is bullying or harassing you, report the Snap to us — and talk to your parent or a trusted adult about it. You can also always <u>block that person</u> and <u>leave any group</u> <u>chat</u> where bullying is taking place.

• Additional Help: Snapchat is also partnered with the Crisis Text Line to provide additional support and

resources to Snapchatters in the US. Just text KIND to 741741 to chat with a live, trained crisis counselor at Crisis Text Line. This service is free and available 24/7!

Password Security

Keep your password safe and don't share it with any other people, applications, or websites under any circumstances. We also suggest using a different password for every service you use.

Subscribe to Safety Snapshot

This Discover Channel was created to increase digital literacy and educate Snapchatters about safety and privacy tips and tricks.

Manage Your Discover Content

On Discover, you can watch friends' Stories, Publisher Stories, Shows, and <u>Snap Map</u> to learn about things going on around the world! You can also decide what Discover content you'd like to see.

- **Friends:** Friends' Stories are sorted based on who you keep in touch with the most, so you'll usually see mainly the people you care about. Learn more on how to manage your friends or add new friends.
- **Subscriptions:** Right below the Friends section, you'll see your favorite content from publishers, creators, and other channels that you've subscribed to. These are sorted by which Story was updated most recently.
- Discover: Here you'll find a growing list of recommended Stories from publishers and creators you don't subscribe to yet — as well as Sponsored Stories, and Stories from our community around the world. If you really don't like a certain Story you come across, you can always hold down on it and tap 'Hide' to hide that Story and others like it.
- Hiding Stories on Discover: You can always hide any Story that you don't want to see. Just press and hold on a Story, and tap 'Hide'.

• **Reporting Stories on Discover:** If you come across something inappropriate on Discover, please reach out to us! Just press and hold on the inappropriate Snap, and tap the 'Report Snap' button to report it.

Age Minimum

Snapchat requires individuals to be 13+, and if we determine an account belongs to someone younger than 13, we take action to terminate it.

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Report a Safety Concern

If you ever experience harassment, bullying, or any other safety concern, you can always report it right to us. Together we can make Snapchat a safer place and a stronger community. Watch our Safety Snapshot Episode on reporting to see reporting myths debunked!

To report a Story on Snapchat, press and hold on the offending Snap and tap 'Report Snap' to let us know what's going on.

To report a Snap someone sent you, press and hold on the offending Snap and tap 'Report' to let us know what's going on.

To report a Snapchat account, press and hold on that Snapchatter's name and press the "More" option (or tap the o button). Select 'Report' to report the account and let us know what's going on.

To report a Story on the web from your computer, click the : button on the video, then click 'Report'. To report a Story on the web from your phone or tablet, tap the : button on the video to report it and let us know what's going on.

To hide something on Discover, just press and hold a tile on the Discover screen, then tap 'Hide' or unsubscribe. You should start to see fewer Snaps like that on your Discover screen.

Note: If you're unable to report a safety concern in-app, you can still report any issue you run into right on the Snapchat Support site. For a comprehensive guide to

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Below we include definitions of commonly used terms, policies, and operational practices discussed in our transparency report.

Sexual Content: Refers to the promotion or distribution of sexual nudity, pornography, or commercial sexual services. For more information, please review our explainer on Sexual Content.

Harassment and Bullying: Refers to any unwanted behavior that could cause an ordinary person to experience emotional distress, such as verbal abuse, Ads Gallery sexual harassment, or unwanted sexual attention. This category also includes the sharing or receipt of nonconsensual intimate imagery (NCII). For more information, please review our explainer on Harassment <u>& Bullying</u>.

> **Threats & Violence:** Refer to content that expresses the intention to cause serious physical or emotional harm. Violence refers to any content that attempts to incite, glorify, or depict human violence, animal abuse, gore, or graphic imagery. For more information, please review our explainer on Threats, Violence, and Harm.

> Self-Harm & Suicide: Refers to the glorification of selfharm, including the promotion of self-injury, suicide or eating disorders. For more information, please review our explainer on Threats, Violence, and Harm.

False Information: False Information includes false or misleading content that causes harm or is malicious, such as denying the existence of tragic events, unsubstantiated medical claims, or undermining the

integrity of civic processes, or manipulating content for false or misleading purposes. For more information, please review our <u>explainer on Harmful False or</u> <u>Deceptive Information</u>.

Impersonation: Occurs when an account is falsely pretending to be associated with another person or brand. For more information, please review our <u>explainer on Harmful False or Deceptive Information</u>.

Spam: Spam refers to unsolicited messages or irrelevant shared content that is likely to cause harmful confusion or otherwise pose a risk or nuisance to legitimate users. For more information, please review our <u>explainer on Harmful False or Deceptive</u>

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drugs (including counterfeit pills), and other illicit activity involving drugs. For more information, please review our <u>explainer on Illegal or Regulated Activities</u>.

Weapons: Refer to implements designed or used for inflicting death, bodily harm or property damage. For more information, please review our <u>explainer on Illegal</u> <u>or Regulated Activities</u>.

Other Regulated Goods: Refers to the promotion of regulated goods or industries, including illegal gambling, tobacco products, and alcohol. This category also includes illegal or dangerous activities, which may promote or encourage behavior that may include criminal behavior or pose a serious risk to an individual's life, safety or well-being. For more information, please review our <u>explainer on Illegal or Regulated Activities</u>.

Hate Speech: Content that demeans, or promotes discrimination towards, an individual or group of individuals on the basis of their race, color, caste, ethnicity, national origin, religion, sexual orientation, gender identity, disability, veteran status, immigration status, socio-economic status, age, weight, or

pregnancy status. For more information, please review our <u>explainer on Hateful Content, Terrorism, and</u> <u>Violent Extremism</u>.

Child Sexual Exploitation and Abuse: Child Sexual Exploitation and Abuse is defined as content that contains sexual images of a minor and all forms of child sexual exploitation and abuse imagery (CSEAI), as well as grooming or enticement of a minor for any sexual purpose. We report all instances of child sexual exploitation and abuse to authorities. For more information, please review our <u>explainer on Sexual</u> <u>Content</u>.

Terrorism & Violent Extremism: Refers to content that promotes or supports terrorism or other violent, criminal acts committed by individuals and/or groups to further ideological goals, such as those of a political, religious, social, racial, or environmental nature. It includes any content that promotes or supports any foreign terrorist organization or violent extremist hate group, as well as content that advances recruitment for such organizations or violent extremist activities. For more information, please review our <u>explainer on</u> <u>Hateful Content, Terrorism, and Violent Extremism</u>.

Content & Account Reports: Total number of content pieces reported and accounts reported to Snap via our in-app reporting menu.

Enforcement (Enforced): An action taken against a piece of content or an account (e.g. deletion, warning, locking). Note that reported content violations may be actioned by human agents or automation (where high-precision automation is possible).

Total Content Enforced: The total number of pieces of content (e.g., Snaps, Stories) that were enforced against on Snapchat.

Total Unique Accounts Enforced: The total number of unique accounts that were enforced against on

Snapchat. For example, if a single account was enforced against multiple times for various reasons (e.g., a user was warned for posting false information and then later deleted for harassing another user), only one account would be calculated in this metric. Both enforcement actions would, however, be included in our "Overview of Content and Account Violations" table, with one unique account enforcement for "False Information" and one unique account enforcement for "Harassment and Bullying."

% of Total Content Enforced: This value shows the percentage of content enforced within a category divided by total content enforced. This statistic highlights the distribution of enforcements of our Community Guidelines.

Turnaround Time: The time between when our Trust & Safety teams first receive a report (usually when a report is submitted) to the last enforcement action timestamp. If multiple rounds of review occur, the final time is calculated at the last action taken.

Violative View Rate (VVR): VVR is the percentage of Story and Snap views that contained violating content, as a proportion of all Story and Snap views across Snapchat. For example, if our VVR is 0.03%, that means out of every 10,000 Snap and Story views on Snapchat, 3 contained content that violated our policies. This metric allows us to understand what percentage of views on Snapchat come from content that violates our Community Guidelines (that was either reported or proactively enforced on).



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Hateful Content, Terrorism, and Violent Extremism

Community Guidelines Explainer Series Updated: January 2023

- Terrorist organizations, violent extremists, and hate groups are prohibited from using our platform. We have no tolerance for content that advocates or advances violent extremism or terrorism.
- Hate speech or content that demeans, defames, or promotes discrimination or violence on the basis of race, color, caste, ethnicity, national origin, religion, sexual orientation, gender identity, disability, or veteran status, immigration status, socio-economic status, age, weight or pregnancy status is prohibited.

Overview

Hateful content and activities that support terrorism or violent extremism have no place on Snapchat. Our policies operate to create an environment that supports and prioritizes the safety of Snapchatters, and to protect communities from violence and discrimination.

It is never acceptable to engage in hateful conduct, including the use of hate speech or hate symbols. Activities that support or advocate for acts of terrorism or violent extremism are similarly prohibited and, if warranted, may be reported to law enforcement.

To help ensure these policies are enforced responsibly, our teams consult the expertise and work of civil rights organizations, human rights experts, law enforcement agencies, NGOs, and safety advocates. We are constantly learning, and will calibrate wherever necessary to ensure that our products and policies function to keep

Snapchatters safe. To help us, we encourage users to promptly report any hateful content or activity that may violate our policies against terrorism and violent extremism.

What you should expect

Snapchatters should feel safe and respected when using our products. Our policies against hateful content prohibit hate speech, which includes any content that demeans, or promotes discrimination towards, an individual or group of individuals on the basis of their race, color, caste, ethnicity, national origin, religion, sexual orientation, gender identity, disability, veteran status, immigration status, socio-economic status, age, weight, or pregnancy status. Hate speech also extends to the valorization of perpetrators--or the denigration of victims--of human atrocities (such as genocide, apartheid, or slavery). Other prohibited hateful content includes the use of hate symbols, which means any imagery that is intended to represent hatred or discrimination toward others (including those featured in the hate symbols database maintained by the Anti-Defamation League).

Our prohibitions against Terrorism and Violent Extremism extend to all content that promotes terrorism or other violent, criminal acts committed by individuals or groups to further ideological goals. These rules also prohibit any content that promotes or supports foreign terrorist organizations or extremist hate groups—as designated by credible, third-party experts—as well as recruitment for such organizations or violent extremist activities.

How we enforce these policies

Our in-app reporting tool allows users to directly report hateful content or activities that support terrorism or violent extremism. On our high-reach surfaces, like Spotlight and Discover, we take a proactive approach to moderating any content that may violate these rules. We nonetheless encourage users to report any harmful content you might encounter on these surfaces—this helps alert us to any breakdowns in our processes for keeping these spaces safe.

When hateful content is reported, our teams will remove any violating content and users who engage in repeated or egregious violations will have their account access locked. As an additional measure, we encourage Snapchatters to block any users who make them feel unsafe or uncomfortable.

Users engaged in terrorist activities or violent extremism will lose account privileges. In addition, certain information related to violations of these policies may be referred to law enforcement. For more information about how Snapchat responsibly engages with law enforcement agencies, visit Snap's <u>Privacy and Safety Hub</u>.

<u>Takeaway</u>

We do not tolerate hateful content, terrorism, or violent extremism on Snapchat. Through both our policies and our product design, we work diligently to maintain an environment that supports and prioritizes the safety of Snapchatters.

Users can help us protect our community by reporting any content that violates our policies. We are also committed to working with diverse leaders from across the safety community to ensure we are advancing our safety objectives responsibly. For more information about our safety efforts, please visit our <u>Safety Center</u>.

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Privacy and Safety

Safety Privacy ✓ Transparency New

> Transparency

Harmful False or Deceptive Information

Community Guidelines Explainer Series Updated: August 2023

- We prohibit spreading false information that causes harm or is malicious, such as denying the existence of tragic events, unsubstantiated medical claims, undermining the integrity of civic processes, or manipulating content for false or misleading purposes.
- We prohibit pretending to be someone (or something) that you're not, or attempting to deceive people about who you are. This includes impersonating your friends, celebrities, brands, or other organizations.
- We disallow spam and deceptive practices, including imitating Snapchat or Snap Inc.

Overview

Doing our part to support a responsible information environment has been a major priority at Snap. Deceptive practices take on many forms, and we know they can undermine trust and pose a threat to Snapchatters' safety and security. Our policies are intended to reduce the spread of misinformation, and protect users from fraud and spam, in a broad range of circumstances.

What you should expect

Our Community Guidelines relating to Harmful False or Deceptive Information essentially cover two distinct, but related, categories of harm: (1) false information and (2) fraudulent or spammy behavior.

1. False Information

Content that distorts facts can have harmful consequences for users and for society. We know it can sometimes be tough to know what's accurate, particularly when it comes to fast-breaking current events, or complicated matters of science, health, and world affairs. For this reason, our policies focus not only on whether information is inaccurate or misleading, but also its potential for harm.

There are several categories of information in which the misrepresentation of facts can pose unique dangers. Across these areas, our teams take action against content that is misleading or inaccurate, irrespective of whether the misrepresentations are intentional. In this way, our policies operate against all forms of information threats, including misinformation, disinformation, malinformation, and manipulated media.

Examples of the information categories that we view as particularly vulnerable to harm include the following:

- Content that denies the existence of tragic events. We prohibit content that calls that disputes, for example, the Holocaust, or denies the events of the Sandy Hook school shooting. Misrepresentations and unfounded conspiracy theories regarding such tragedies may contribute to violence and hate, in addition to harming users whose lives and families have been impacted by such events.
- Content that promotes unsubstantiated medical claims. We disallow content that, for example, recommends untested therapies for preventing the spread of Covid-19; or that features unfounded conspiracy theories about vaccines. While the field of medicine is ever-changing, and public health agencies may often revise guidance, such credible organizations are subject to standards and accountability and we may look to them to provide a benchmark for responsible health and medical guidance.
Content that undermines the integrity of civic processes. Elections and other civic processes play an essential role in the functioning of rights-respecting societies, and also present unique targets for information manipulation. To safeguard the information environment around such events, we enforce our policies to apply to the following types of threats to civic processes:

- Procedural interference: misinformation related to actual election or civic procedures, such as misrepresenting important dates and times or eligibility requirements for participation.
- Participation interference: content that includes intimidation to personal safety or spreads rumors to deter participation in the electoral or civic process.
- Fraudulent or unlawful participation: content that encourages people to misrepresent themselves to participate in the civic process or to illegally cast or destroy ballots.
- Delegitimization of civic processes: content aiming to delegitimize democratic institutions on the basis of false or misleading claims about election results, for example.

Our policies against harmful false information are complemented by extensive product design safeguards and advertising rules that limit virality, promote transparency, and elevate the role of authenticity across our platform. For more information on the ways our platform architecture supports these objectives, visit this <u>blog post</u>.

2. Fraudulent or Spammy Behavior

Fraud and spam can subject Snapchatters to substantial financial harm, cybersecurity risks, and even legal exposure (not to mention unpleasant and annoying experiences). To reduce these risks, we prohibit deceptive practices that undermine trust in our community. Prohibited practices include content that promote scams of any kind; get-rich-quick schemes; unauthorized or undisclosed paid content; and the promotion of fraudulent goods or services, including counterfeit goods, documents, or certificates. We also prohibit pay-forfollower promotions or other follower-growth schemes; the promotion of spam applications; and the promotion of multilevel marketing or pyramid schemes. We also prohibit money laundering (including money couriering or money muling) of any kind. This includes receiving and transferring money that's illegally-obtained or from an unknown source on behalf of someone else, unauthorized and illegal money transmission or currency exchange services, and soliciting and promoting these activities.

Finally, our policies prohibit pretending to be someone (or something) that you're not, or attempting to deceive people about who you are. This includes impersonating your friends, celebrities, brands, or other organizations. These rules also mean that it's not okay to imitate Snapchat or Snap, Inc. branding.

How we enforce these policies

Content that violates our rules against Harmful False or Deceptive Information is removed. Users who share, promote, or distribute violating content will be notified of the violation, and users who continue to violate these policies will have their account access restricted.

In 2022, we expanded our reporting menu categories for false information, enabling users to report social, political, and health-related misinformation more specifically. Please do share with us when you or someone else is being impersonated, or if you encounter spam or misinformation. Once we receive a report, our Trust & Safety teams can take action to address the impersonation or prevent harmful content from persisting. On our high-reach surfaces, like Spotlight and Discover, we take a very proactive approach to moderating content and promoting information integrity. But we enormously value feedback and reports regarding any harmful content you might encounter on these surfaces; they help alert us to any breakdowns in our processes for keeping these spaces free of harmful information.

<u>Takeaway</u>

Doing our part to promote a responsible information environment remains a major priority across our company, and we will continue to explore innovative approaches to protecting Snapchatters from the risks of Harmful False or Deceptive Content.

As we continue these efforts, we are committed to providing transparent insights into the effectiveness of our approach. Through our transparency reports, we provide country-level information related to our enforcements against misinformation globally -- and we plan to provide more detailed breakdowns of these violations in our future reports.

We are committed to constantly calibrating the operation of our policies to improve our ability to address harmful content or behavior, and we are committed to working with diverse leaders from across the safety community to ensure we are advancing these objectives responsibly. For more information about our safety efforts, please visit our <u>Privacy and Safety Hub</u>.

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Privacy and Safety

Safety Privacy Transparency New

Harassment & Bullying

Community Guidelines Explainer Series Updated: January 2023

- We prohibit bullying or harassment of any kind. This prohibition extends to all forms of sexual harassment, including sending sexually explicit or nude images to other users. If someone blocks you, you may not contact them from another account.
- Sharing another person's private information and Snaps of people in private spaces — like a bathroom, bedroom, locker room or a medical facility - without their knowledge and consent is not allowed.
- If someone is depicted in your Snap and asks you to remove it, please do! Respect the privacy rights of others.

Overview

Bullying and harassment have no place on Snapchat. These kinds of harms can take many forms, so we've combined our policy approach with product safeguards and resources with users to address these risks in a dynamic and multifaceted way.

As a baseline, our policies protect all members of our community from demeaning, defamatory, or discriminatory content and advances. Sharing private information or Snaps of people without their knowledge or consent is also prohibited.

In addition to enforcing these policies consistently, we use our product design to help limit harmful behavior that may violate these rules. This includes default settings that require both friends to accept a connection before they can message each other, and providing notice to users when screenshots of private Snaps, messages, and profiles are taken.

> Transparency

Through our Here for You features, we help ensure users have access to in-app resources and information to help recognize and address bullying and harassment. We also provide tools to ensure that any violating behavior on Snapchat can be easily reported.

What you should expect

Violations of our harassment and bullying policies include any unwanted behavior that could cause an ordinary person to experience emotional distress. This includes verbal abuse, threatening or shaming other users, and really any behavior intended to embarrass or humiliate the target.

These rules also prohibit all forms of sexual harassment. This may include making unwanted advances, sharing graphic and unsolicited content, or sending obscene requests or invitations to other users. We have zero tolerance for sharing non-consensual intimate imagery (NCII)--including sexual photos or videos taken or shared without permission, as well as "revenge porn" or behavior that threatens to share, exploit, or expose individuals' intimate images or videos without their consent.

These rules also require users to respect each other's personal privacy. To help avoid violations of these policies, users should not take photos or video of people without their permission, and should avoid sharing private information about other people, like their home address, birthdate, phone numbers, etc. If someone asks you to remove an image or information about them, please do!

We encourage users to report when they experience or observe violations of these rules. Our moderation teams aim to ensure that each user feels safe and comfortable using Snapchat, and by reporting bad behavior, users can help us advance that goal.

<u>Takeaway</u>

Our goal is to foster a safe community where Snapchatters can express themselves, and we do not tolerate harassment & bullying of any kind. Bullying and harassment come in many forms, and our approach is to be conscientious of how our users feel while using our platform.

Please be considerate of people's dignity and privacy—if they express discomfort, respect their boundaries; if they ask you to remove content about them, please do; and generally refrain from sharing images of people or information about them without their permission. If you ever feel uncomfortable, do not hesitate to send us a report and block the other user—these features are provided for your safety.

We are committed to constantly calibrating the operation of our policies to improve our ability to address harmful content or behavior. While user reports help to inform our approach, we are committed to working with diverse leaders from across the safety community to ensure we are advancing these objectives responsibly. For more information about our safety efforts, please visit values.snap.com/news.

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Privacy and Safety

Safety Privacy Transparency New

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Illegal or Regulated Activities

Community Guidelines Explainer Series Updated: January 2023

- Don't use Snapchat for any illegal activity. This includes promoting, facilitating, or participating in criminal activity, such as buying, selling, exchanging, or facilitating sales of illegal or regulated drugs, contraband (such as child sexual abuse or exploitation imagery), weapons, or counterfeit goods or documents. It also includes promoting or facilitating any form of exploitation, including human trafficking or sex trafficking.
- We prohibit the illegal promotion of regulated goods or industries, including unauthorized promotion of gambling, tobacco products, and alcohol.

Overview

Our prohibition against illegal and regulated activities reflects our stalwart commitment to safety across Snapchat. Upholding these rules not only helps ensure our platform is not misused for unlawful purposes, but also helps protect Snapchatters from risks of serious harm. To help advance these aims, we partner extensively with safety stakeholders, NGOs, and law enforcement organizations to provide our community with educational resources and to generally promote public safety.

What you should expect

While laws and regulations differ in jurisdictions throughout the world--and Snapchat is an increasingly global community--users can expect that we will take action against any activity that undermines public safety or violates human rights, the laws of the United States, or the laws of the country in which the user is located.

In all cases, prohibited illegal activities will include promotion of criminal activity; facilitation or participation in cybercrime; and buying, selling or facilitating sales of illegal or regulated drugs, contraband, weapons, and counterfeit goods or documents.

Our rules also prohibit using our platform for the unauthorized sale or promotion of goods or activities that are regulated by government authorities in ways that require special licensing or other administrative compliance to be legally purchased, sold, or used. Examples of regulated activities that require prior approval from Snap include facilitating online gambling activities; selling alcoholic beverages; and promoting THC businesses. Businesses are encouraged to consult this resource for guidance regarding appropriate commerce and advertising activities on Snapchat.

We are committed to ensuring that Snapchatters have as much information as possible regarding the types of online behavior and activities that may violate the law and present serious risk to their safety. Through partnerships with nonprofit organizations and collaboration with diverse safety stakeholders, we are committed to raising awareness of high-risk activities and ways that Snapchatters can stay safe. This includes in-app resources, like Here for You and Heads Up, as well as external partnerships with stakeholders like the AdCouncil and the White House. We also cooperate with law enforcement agencies in response to valid legal process concerning activities on Snapchat that may provide evidence of a crime.

How we enforce these policies

Content that violates our rules against Illegal or Regulated Activities will be removed. In many cases, users who share, promote, or distribute violating content will receive a warning notice, and users who repeatedly violate these policies will have their account access restricted. However, there are certain illegal activities—like drug dealing or human trafficking, for instance—for which we truly have zero tolerance; these violations will result in a loss of account privileges following even a single infraction.

An important way to help us keep Snapchat safe is to immediately report illegal activities using our in-app reporting tool. Once we receive a report, our Trust & Safety teams can take action quickly to appropriately address the harm. On our high-reach surfaces, like Spotlight and Discover, we take a very proactive approach to moderating content and promoting information integrity, but it's still enormously valuable to receive user reports regarding any harmful content you might encounter on these surfaces; they help alert us to any breakdowns in our processes for keeping these spaces free of unlawful or unsafe activity.

<u>Takeaway</u>

Doing our part to promote public safety and protect Snapchatters from harmful or illegal activities is a responsibility we take very seriously.

As we continue these efforts, we are committed to providing transparent insights into the effectiveness of our approach. Through our Transparency Reports, we provide country-level information related to our enforcements against illegal or regulated activities. To provide additional granularity regarding these efforts, we've broken out our reporting and enforcement data for drug-related and weapons-related violations in our Transparency Report, and we plan to provide more detailed breakdowns of these violations in our future reports.

We encourage users to report instances of illegal activity to help keep Snapchat a safe and inclusive space for all. We are always looking for opportunities to improve our ability to address harmful content or behavior, and we are committed to working with diverse leaders from across the safety community to ensure we are advancing these objectives responsibly. For more information about our safety efforts, please visit our <u>Privacy and Safety Hub</u>.

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Severe Harm

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Community Guidelines Explainer Series Updated: December 2023

The safety of Snapchatters is our top priority. We take behavior that threatens the safety of our community very seriously, particularly when the threat of harm is severe. We consider severe harm to include both (1) harms that risk significant damage to the physical or emotional wellbeing of Snapchatters, and (2) the imminent, credible risk of severe harm, including threats to human life, safety, and well-being. We collaborate with experts, safety groups, and law enforcement on these topics in order to better educate ourselves and our community, and to take appropriate action where these threats may arise on our platform. We consider these types of harms to merit a heightened level of scrutiny, as well as swift, strict, and permanent consequences for violators.

When we identify Snapchatters engaging in any of the following activities, we immediately disable their accounts and, in some instances, refer the conduct to law enforcement:

- Activity that involves sexual exploitation or abuse, including sharing child sexual exploitation or abuse imagery, grooming, child or adult sex trafficking, or sexual extortion (sextortion)
- Attempted selling, exchanging, or facilitating sales of dangerous and illicit drugs
- Credible, imminent threats to human life, safety, or well-being, which may include violent extremism or terrorism-related activities, human trafficking, specific threats of violence (such as a bomb threat), or other serious criminal activities

In addition to enforcing stricter consequences for these violations, our internal teams are continually working with experts to better understand how we can detect and limit threats, prevent harm, and stay informed of potentially harmful trends. Our work on this topic is never finished and it will continue to evolve with the needs of our community. We invite you to <u>report a safety concern</u>, visit our <u>Safety Center</u>, or learn more about our <u>efforts to address harmful content and promote wellness</u>.

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Are you a Parent? <u>Learn more about</u> what we're doing to help keep Snapchatters safe.

Privacy and Safety by Design



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Quick Links



Privacy and Safety Built In From Day One.

Opens to a Camera, Not a Feed of Content.

Snapchat is an alternative to traditional social media—a visual messaging app that helps enhance your relationship with your friends, family, and the world. That's



why Snapchat opens directly to the camera, not a content feed, and focuses on connecting people who are already friends in real life. Snapchat empowers you to express yourself and have fun with friends without the pressure to grow a following or compete for likes.

ℬ How to use our a...



Communication that Reflects Real Life

Because messages delete by default, Snapchat reflects how you normally interact with friends face-to-face or on the phone.



Safeguards and Protections For You

We want Snapchat to be safe for everyone. We offer extra protections for young people and don't allow unvetted content to go viral.



Leading With Our Values

From day one, we've built products that prioritize our community's privacy, safety, and wellbeing.





Privacy Center

Snapchat reflects the privacy you expect in your real life relationships. See our privacy principles in action.

Learn More



Safety Center

Our policies and inapp safety features help Snapchatters express themselves and safely connect with people they actually know.

Learn More



Transparency Reports

We are committed to being transparent about what we're doing to keep Snapchatters safer while respecting their privacy.

Learn More

Latest News

Snap's Commitment to Collaboration with Law Enforcement

By Rachel Hochauser

on Tuesday, December 19, 2023

Demonstrating respect and empathy on World Kindness Day

By Jacqueline Beauchere

on Monday, November 13, 2023

Our Transparency Report for the First Half of 2023

By Team Snap

on Thursday, October 26, 2023

Introducing New Safeguards to Protect our Community

By Team Snap

on Thursday, September 07, 2023

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About Transparency Reporting January 1, 2023 - June 30, 2023

Throughout this Transparency Report, we highlight how we enforce safety and privacy across our platform. Beyond simply reporting our data, here we provide additional context and insight into our safety principles, policies, and practices, as well as links to various safety and privacy resources.

History of Snap's Transparency Reporting

Since 2015, we have produced Transparency Reports that provide important insight into the volume and nature of government requests for Snapchatters' account information and other legal notifications.

Since November 2015, our policy has been to notify Snapchatters when we receive legal process seeking their account information, with exceptions for cases where we are legally prohibited from doing so, or when we believe exceptional circumstances exist (like child sexual exploitation or an imminent risk of death or serious bodily injury).

In 2020, we enhanced our Transparency Report to provide insights into the volume and nature of accounts reported on Snapchat for violations of our Terms of Service or Community Guidelines. We also included country-level breakdowns, available for all countries in a downloadable CSV. In 2021, we expanded our categories to include false information, trademark notices and Violative View Rate.

We are now in the process of further enhancing our Transparency Report, in line with the requirements of the Digital Services Act. This information will complement the information we already provide in our <u>Transparency Report</u> for H1 2023 and on our <u>EU</u> <u>Transparency Page</u>.

Additional Safety and Privacy Resources

Snap is committed to developing an ecosystem of safety within our platform. Here are some additional resources that explain and inform our policies, actions, and perspectives on safety and transparency.

Snap's Transparency Report Explainer Guide

Transparency reports include a lot of information that can sometimes be challenging for parents, caregivers and other stakeholders who care deeply about the safety of our community to fully understand. This explainer guide is designed to help you better understand our <u>latest report</u> and to help you easily compare what's new this year.

Safety Center

Snapchat is a platform for teens aged 13 and over, and we want to help both users and their parents understand how to use our app safely and critical protections they should be aware of. Our Safety Hub includes insights into our safety policies, a list of safety resources, guidance on how to report concerns on Snapchat, and resources for parents and caregivers. Additionally, it includes information about the Snapchat Family Center, our system of parental controls.

Community Guidelines

Our Community Guidelines form the foundation of our safety principles and are intended to inform users about responsible use of Snapchat. We routinely assess our Guidelines as just one way of actively working to help keep Snapchat safe.

In-App Reporting

While safety teams and advanced AI operate 24/7 to help keep Snapchat safe, we also rely on our users to report concerns. To do so, we offer tools both in-app and online to report content and individuals that violate our policies.

Family Center

Family Center is our in-app parental control tool, which helps parents get more insight into who their teens are friends with on Snapchat, and who they have been communicating with, without revealing any of the substance of those conversations.

Parent's Guide

This guide is meant to help parents and caregivers understand how Snapchat works, the key protections we offer for teens, how to use our parental controls, and to answer common questions.

Here for You

The well-being and safety of our users are paramount to us at Snap. To provide engaging and high-touch resources for our users, we have developed in-app tools like *Here for You*, which provides proactive in-app support to Snapchatters who may be experiencing a mental health or emotional crisis.

Privacy Center

At Snap, we make your privacy a priority. We seek to earn your trust every time you use Snapchat, or any of our products—that is why we treat your information differently than most other tech companies. Even though our products are constantly evolving, our privacy principles and strong commitment to user privacy remain unchanged.

Law Enforcement Guide

This guide provides information for law enforcement officials seeking Snapchat account records (i.e., Snapchat user data) from Snap.

Safety & Impact Blog

Launched in April 2021, our blog aims to serve as a helpful resource for the many stakeholders and advocates who are interested in how we work to support the safety, privacy and wellbeing of our Snapchat community.

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