

FACEBOOK MARKETING PROGRAM TERMS OF SERVICE

1. For the Web.com Custom Facebook Services (the "Services"), Web.com will set up or provide recommendations for an existing Business Page for you on Facebook.com (the "Facebook Page"). Web.com will also create and manage monthly Marketing Campaigns on Facebook and/or any of its owned properties. Depending on which Facebook program you have purchased from Web.com, Marketing Campaigns may consist of promoted posts and/or ads. In accordance with the Services Agreement, the following additional terms and conditions also apply (collectively, the "Agreement"), whereby you expressly acknowledge and agree that:

- your business information, including but not limited to name, company name, address, e-mail, telephone number, and other pertinent information may be used on the Facebook Page or in either paid or unpaid Marketing Campaigns;
- it is your responsibility to keep your Facebook Page information accurate and up to date;
- you are responsible for maintaining the security of your Facebook.com account and login credentials;
- you may not use the Facebook Page in any manner that would violate the [Web.com Acceptable Use Policy](#);
- you are responsible for any and all content posted on the Facebook Page or that which is used in your Facebook Marketing Campaigns and you may only provide content for use on Facebook that you have the right to use;
- with the exception of content you provide for inclusion on the Facebook Page, ownership interest to the Facebook Page, including, but not limited to, the URL address, HTML coding, scripting, copyrights, domain names, and all other intellectual property rights, shall remain exclusively with Web.com and/or Facebook.com;
- by posting content on the Facebook Page, you are allowing others to view and share such content;
- unless otherwise expressly agreed to between you and Web.com, it will be your responsibility to monitor, manage and respond to all messages and commentary on the Facebook Page;
- Web.com reserves the right to cancel the Services and/or otherwise modify the Facebook Page or Marketing Campaign, with or without notice to you, for whatever reason, including without limitation any violation of this Agreement or the [Web.com Acceptable Use Policy](#);
- if you limit Web.com's access to the Facebook Page, via changing your login credentials or otherwise, you will still be responsible for paying Web.com the related monthly service fees and any necessary ad spend allocated to Facebook.com and/or any of its owned properties;
- if you desire to cancel the Services, any related cancellation request must be made via telephone to Web.com Customer Support;

2. Facebook.com is a third-party platform, and by subscribing to the Services you are aware that Facebook.com may make material changes to their websites or services that could significantly impact the Facebook Page or the results of your Facebook campaign. Aside from the Services to be provided by Web.com hereunder, Web.com does not offer support for the Facebook Page nor is Web.com responsible in any manner with respect to the operation or any other aspect of Facebook.com (including but not limited to data failures, network compromises, or if the Facebook.com service is slow or unavailable). Additionally, Web.com is not responsible for any issues with respect to the hosting of the Facebook Page or legal action as a result of a Marketing Campaign. Furthermore, you acknowledge and agree that:

- Facebook.com may elect to disable your Facebook.com account and/or Facebook Page with or without notice to you, for any reason;
- you must adhere to any and all service agreements, terms of service, terms and conditions and/or all other related policies established or otherwise required by Facebook.com; and

- Marketing Campaigns or other links may be placed or otherwise visible on the Facebook Page or across any of Facebook.com's owned properties.
- Web.com reserves the right to utilize your Facebook Page and/or any campaigns created on your behalf as part of your Facebook campaign for promotional materials, case studies, etc.

3. Business Page and Marketing Services. The Business Page and Marketing Service is a service that allows you to build a custom Facebook Fan Page, get your business in front of prospective customers utilizing Facebook.com's marketing platform, and integrate various related applications. The Business Page and Marketing Service is offered by Web.com's Facebook marketing service. There will be "add-ons" and other features and offerings related to the core service of creating, building, and maintaining a Facebook Business Page and any Marketing Campaigns. In addition to the terms of this Agreement, you agree to be bound by and comply with the Facebook.com terms of service, including amendments and modifications thereto, and agree that Web.com is an intended third party beneficiary of the terms of service with rights to enforce the Facebook.com terms of service located at <https://www.facebook.com/terms.php>. The Facebook.com terms of service will apply to your use of the Business Page and marketing service, and any related features, services, offering or add-ons. You agree to the extent that any provisions in the Facebook.com terms of service conflict with this Agreement, the terms of this Agreement shall control.