

The Fine Print: Social Media Terms of Service

[ALG](#)

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you sign up for platforms like Facebook, Instagram, X (formerly Twitter), and TikTok, it's more likely than not that (like most others) you're not reading the platform's Terms of Service before indicating that you agree to them. **Terms of Service provisions often govern content ownership, data collection, and usage rights, and can have significant unintended implications on your rights.**

Understanding key provisions usually included in Terms of Service, and their implications, can lead to more conscious decision-making about your online presence and data privacy before clicking "I agree".

I. Reading the Fine Print

A platform's Terms of Service is a legally binding contract between the user and the company. Courts have generally upheld the validity of the agreements, even when users fail to read them (provided that the agreements meet certain requirements such as reasonable notice and clear manifestation of assent).

For instance, *Fteja v. Facebook, Inc.* (2012) upheld the enforceability of Facebook's "sign-in wrap" agreement, which required users to click a "Sign Up" button to create an account. Below the "Sign Up" button, a notice stated that "by clicking Sign Up, you are indicating that you have read and agree to the Terms of Service," with the Terms of Service accessible via a hyperlink. It's likely that you've come across similar statements on different platforms that you frequent.

The Court in *Fteja v. Facebook, Inc.* (2012) found that this method of presenting Terms of Service provided *reasonable notice* to users (even if the users chose not to read the terms), and that choosing to sign-up constituted consent to the agreement. As a result, the Court then enforced Facebook's forum selection clause (which was outlined within the Terms of Service), holding that the user validly consented to it by consenting to the Terms of Service, thus limiting the user's right to bring suit in a different jurisdiction.

Courts have consistently emphasized that failure to read an online agreement does not release a user from its obligations, highlighting the importance of a user's responsibility to review Terms of Service before accepting them.

II. Clauses That Are Often Overlooked

Listed below are some clauses within social media Terms of Service that users frequently overlook, often to their detriment.

1. Content Ownership and Licensing

Many users assume they retain full ownership of their content, but social media Terms of Service often grant platforms **broad licenses to use user-uploaded content**. For example, [Instagram's Terms of Service](#) (as of April 2025) state that while users retain ownership of their content, they grant Instagram a “non-exclusive, royalty-free, transferable, sub-licensable, worldwide” license to use their content. The broad license allows the platform to repurpose, modify, and share user content without additional compensation to the user. Courts have upheld such provisions. In *E.K.D. ex rel. Dawes v. Facebook, Inc.* (2012), the court ruled that Facebook’s use of user-generated content in advertisements was permissible pursuant to its Terms of Service.

This means that even though a user owns its content, once it is uploaded to a platform like Instagram, a platform generally may legally use the user’s content for promotional purposes without further permission from the user. Thankfully, on Instagram for example, the license ends once the content is deleted, giving users the option to terminate or limit the platform's rights to use their content. However, a related concern is the permanence of content online. While some platforms offer the option to delete content, many retain archived versions or allow other users to redistribute content, effectively making complete removal of the content very difficult.

2. Data Collection and Privacy

Users often underestimate the extent to which social media companies collect and monetize their data. Platforms often reserve the right to track browsing habits, location, and even private messages in their Terms of Service, which users voluntarily (and likely unknowingly) consent to.

The Cambridge Analytica data privacy controversy which took place in 2018 revealed that Facebook improperly shared the personal data of around 87 million users with the political consulting firm Cambridge Analytica without adequate user consent. This exposed how Facebook shared user data with third-parties without adequate disclosure. The subsequent litigation reinforced the requirement for platforms to be transparent about their data-sharing policies in their Terms of Service and other such user agreements. Despite this, most social media users do not familiarize themselves with Terms of Service and remain unaware of the extent to which their personal information may be collected and sold to advertisers.

3. Arbitration and Class Action Waivers

Many social media Terms of Service contain **arbitration clauses which prevent users from being able to sue the platforms in court**. Instead, users are agreeing to the fact that disputes must be resolved through private arbitration, often on an individual basis.

In *AT&T Mobility LLC v. Concepcion* (2011), the Supreme Court upheld arbitration clauses in consumer contracts, emphasizing that courts should honor such agreements. This means that if a social media company mishandles a user’s data or censors its content unfairly, for example, the user’s options for legal action may be limited.

4. Policy Changes Without Notice

Terms of Service agreements often also include clauses allowing platforms to modify their terms unilaterally, sometimes without direct notification to the users. This means that a platform could change its content policies or privacy settings at any time, oftentimes without the users' knowledge.

How to Protect Yourself

- First and foremost, read the Terms of Service of the platforms you sign up for (especially the sections on content rights, data usage, and dispute resolution) to determine whether you really agree with the terms. Otherwise, do not proceed with using the platforms.
- Adjust your privacy settings to limit the amount of data collected where possible (for example, disabling location tracking, and/or adjusting ad preferences to opt out of sharing your activity and interests with advertisers).
- Of course, be mindful of what you share and recognize that platforms may have broad rights to your content.
- Continually review Terms of Service updates to stay informed about policy changes.

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