

July 26, 2021

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VIA EMAIL

Austin Huang
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Re: Cease and Desist of Facebook and Instagram - Barinsta

Dear Mr. Huang:

We represent Facebook, Inc., based in Menlo Park, California. Facebook operates, among other products, Instagram. Facebook has gathered evidence that your app, “Barinsta,” improperly collects and displays content and user information from Instagram. Specifically, your app enables users to anonymously view and download other users’ Stories and posts. These activities violate Facebook’s and Instagram’s terms and policies.

Facebook demands that you stop this activity immediately.

Facebook takes the protection of the user experience very seriously, and it is committed to keeping its products safe for users to interact and share information. Facebook has developed terms and policies to protect the user experience and facilitate these goals.

Facebook’s and Instagram’s terms prohibit, among other things:

- Collecting users’ content or information via automated means without Facebook’s prior permission;
- Using or sharing user data without the users’ consent;
- Misleading other users and impairing the intended operation of Facebook and Instagram by, e.g., permitting anonymous viewing and downloading of Stories, a feature not supported by Instagram;

- Using Facebook or Instagram trademarks, or any confusingly similar marks, except as expressly permitted by the Brand Usage Guidelines or with Facebook's prior written permission. For example, you cannot use a name that is similar to or includes "Instagram," "IG," "Insta," or "gram," and/or logos that look like Instagram's logos or icons that mimic Instagram's Spectrum Multi-Color Gradient, and logos that mimic the Instagram Camera Logo Glyph; and
- Facilitating or encouraging others to violate the Instagram terms.

See Facebook Terms of Service, <https://www.facebook.com/terms>; Facebook Brand Guidelines and Assets, <https://en.facebookbrand.com/facebookapp>; Instagram Terms of Use, <http://instagram.com/about/legal/terms>; and Instagram Brand Guidelines and Assets, <https://en.facebookbrand.com/instagram>

In addition to breaching the terms of service and interfering with Facebook's business expectations and interests, your activities may violate other federal and state laws. *See* Computer Fraud and Abuse Act, 18 U.S.C. § 1030; Copyright Act, 17 U.S.C. § 101 *et seq.*; Lanham Act, 15 U.S.C. Chapter 22; and the California Comprehensive Computer Data Access and Fraud Act, Cal. Penal Code § 502.

Facebook has taken technical steps to deactivate your Facebook and Instagram accounts, and hereby revokes your limited licenses to access Facebook and Instagram. **This means that you, your agents, employees, affiliates, or anyone acting on your behalf ("You" or "Your") may not access the Facebook or Instagram websites, mobile applications, Platforms, services, or networks for any reason whatsoever.** Facebook will treat any further activity by You on its websites, mobile applications, Platforms, services or networks as intentional and unauthorized access to its protected computer networks.

Please respond to me WITHIN 48 hours confirming that You:

- Have stopped and will not in the future access the Facebook and Instagram websites and/or use Facebook's and Instagram's services for any reason whatsoever;
- Have preserved and will continue to preserve in the future all information related to the activities described herein;
- Have stopped and will not in the future offer, transfer, market, sell or offer to sell any services related to Facebook and Instagram;

- Have removed your products from any and all distribution points, and have stopped and will not in the future develop, sell, offer for download, and/or distribute software that interacts with Facebook's and Instagram's services;
- Have removed all references to Facebook and Instagram from any and all websites that You own or have the ability to control;
- Will account for and disgorge any and all revenue earned from Your unauthorized activities related to Facebook and Instagram;
- Have secured all Facebook and Instagram data under your control and ensured it is no longer accessible;
- Will, following the accounting required below, delete all data obtained from Facebook and Instagram;
- Will transfer all domains similar or related to Facebook or Instagram to Facebook;
- Agree not to use any marks on your products that incorporate the components of the INSTAGRAM mark ("INSTA," "GRAM," or any other Instagram logo or branding elements) or are similar to Instagram's Spectrum Multi-Color Gradient or Camera Logo Glyph;
- Will enter into a written agreement memorializing your commitment to compliance with the demands in this letter.

Along with Your response, You must provide the following information:

- A complete list of any and all Facebook and Instagram accounts you have created, developed, maintained, or controlled;
- A complete list of domain names that You own, maintain, or control presently, along with all domain names that You have previously used to offer Facebook or Instagram services;
- A complete list of each and every product you created that targets Facebook users and/or interacts with Facebook or Instagram services;
- A detailed description of the methods used to automate Facebook and Instagram functionality and provide Instagram or Facebook related services, including a full list of all apps or APIs that you utilized or developed;

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- A detailed description of the methods You used to obtain data from Facebook, Instagram, or any of its affiliate companies;
- A complete accounting of all compensation or revenue received by You in connection with your Instagram services and/or Instagram user data;
- A copy of each and every version of any software code You have developed or used to interact with the Facebook and Instagram websites and/or services, including any libraries, frameworks, or other code, and the source for that code if not Your own development; and
- A complete accounting of all Facebook and Instagram data that You obtained from Facebook or Instagram, and a certification that this information has been deleted and destroyed.

If you ignore this letter and continue your current improper conduct, Facebook will take whatever measures it believes are necessary to enforce its rights, maintain the quality of its websites, and protect users' information and privacy.

This letter is not intended by us, and should not be construed by you, as a waiver or relinquishment of any of Facebook's rights or remedies in this matter. Facebook specifically reserves all such rights and remedies whether at law or in equity, under applicable domestic and foreign laws.

Very truly yours,



Gabriella Gallego

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