



Research Article

Ethical Marketing and the Framing of Image Usage in the Era of Social-media: A Review of Facebook Terms

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Abstract

This paper addresses the ethical complexities surrounding the use of personal images on social media platforms, particularly Facebook. The increasing reliance on user-generated content highlights critical gaps in user awareness of the legal and ethical ramifications of their online interactions. This research aims to illuminate these issues and propose practical improvements to address the shortcomings in user protection. The literature predominantly focuses on marketing strategies or data privacy but rarely integrates ethical considerations with legal structures governing personal data. This study fills that void by examining Facebook's Terms of Service and Data Policy, emphasizing their implications for user rights, particularly regarding personal images. The methodology combines a thorough literature review with an analytical examination of Facebook's legal documentation. The study investigates user agreements, the transparency of image usage rights, and the communication of these rights to users. Quantitative insights were supplemented with qualitative analysis to gauge user comprehension and the ethical presentation of terms. The findings reveal inconsistencies and ambiguities in Facebook's policies, particularly concerning the loss of user control over shared content and the revenue-generating use of personal images without user compensation. The study underscores a lack of transparency in explaining these mechanisms, creating ethical and practical concerns. By proposing enhanced clarity and user-friendly disclosures in Facebook's terms, this research contributes to the evolving discourse on ethical marketing and user data governance.

Keywords: ethical marketing, rights on personal images, social media, Facebook.

Introduction

It is common for people to open an account on social media and start uploading images to make it available to family, friends, clients or wider groups. However, when such an account is opened, it is not clear that these images are, in any sense, beyond the control of the account holder. The aim of this article is to identify the points at which the use of images by the Facebook social media gives rise to ethical marketing problems, by linking this identification to an underlying question: are users sufficiently aware, when they consent to their images being used by the platform, of the way in which they may be used?

The article first reviews the ethical implications of the relationship that generally exists between a user and a platform. In the second part, it focuses on this user-platform relationship in the specific case of analyzing the content of Meta's (formerly Facebook's) data privacy policy and some complementary texts, and our analysis also goes further and tries to understand how the user receives the information needed to control such use. Although the documents are clear enough for anyone with legal expertise, there are several inconsistencies and ambiguities. For example, there is a desire to retain a certain technical vocabulary, which prevents a non-specialist user from clearly understanding the rights transferred to the platform.

In addition, there is a non-obvious differentiation in the levels of explanation, between the way in which an attempt is made to summarize a friendly approach to the new user and the actual explanations of the rights granted, which follow, and which are highly technical. The third part presents our proposals arising from this research on how users should be informed and given a better understanding of the use of their personal data by a social media platform such as Facebook.

Literature review, research questions and research plan

Although the Internet and social networks are evolving rapidly, several studies have progressively laid down benchmarks for ethical standards relating to marketing practices on these same networks. The ethical issues raised, using personal data by these platforms, are also becoming more complex with time and the evolution of technical means.

Firstly, the problem of the dissemination of private information through social networks

influences and at the same time becomes a challenge for the way in which communication codes are practiced and imagined, and even for societal development (Ricciardelli *et al*, 2020). For some authors, this is to be expected, as the Internet "remains a relatively young experience", and understanding about the potential conflicts between public reality and private use of social networks is constantly developing (Bond *et al*, 2013). However, the experience of online communication, of posting data which have their source in a private space, but which become potentially public, is a source of anxiety for a large proportion of users (Hashim and Hassan, 2013).

Online marketing poses specific ethical problems for users. Users who engage in online purchasing or communication activities, or who receive advertising, must move on from the simple pleasure of using a comfortable technology to choices that involve the individual, his or her rights, and even his or her reputation. Concern for privacy seems to differ from country to country and continent to continent. An example of a high level of concern in this area can be found in Germany, where research suggests that Internet users and their online behavior are very affected by everything to do with privacy in general, and by the role of the government in protecting their privacy (Singh and Hill, 2003).

For online marketing, the issue of trust appears to be a key element, given that "communication networks facilitate an exceptional level of well-being in e-transactions and online purchases. Trust in the confidentiality offered by the network is a reality that presents itself as a balance that users constantly feel between freedom and surveillance (Capurro and Pingel, 2002).

Another part of the literature concerns the definition given to the term "personal data". Personal data are "the most important resource of the 21st^{eme} century" and it is proving complicated to create mechanisms for transferring this data" (Hummel, Braun and Dabrock, 2021, p. 556). On the one hand, the very strength of a data transfer lies in its ownership. On the other hand, personal data are something different from traditional ownership: the transfer of data does not result in the seller or donor losing anything, and the data can be owned by several people at the same time and be in several places at the same time (Hummel, Braun and Dabrock, 2021, p. 557).

Privacy literacy is defined as "consumers' understanding of the informational territory with which they interact and their responsibilities within that territory" (Langenderfer and Miyazaki, 2009, p. 383). A consistent study from 2024 (with 27,000 participants) quantitatively explores the role of 'privacy literacy' and its influence on the way in which users adopt an attitude of prevention about their privacy rights (Prince, Omrani and Schiavone, 2024). On the one hand, the study shows that knowledge of the GDPR is not correlated with greater control over user privacy, but that greater *privacy literacy* is associated with *heightened users' information privacy empowerment*. On the other hand, the study strongly underlines: "the importance of greater transparency in the way data is used and decisions are taken that reinforce users' control over their private information", as well as "the crucial need for more effort in educating users about the risks and guarantees they can have with regard to the protection of their data" (Prince, Omrani and Schiavone, 2024).

Even though certain regulations have been introduced, at multiple levels, the ethical problem of Facebook's Terms and Conditions remains. "Even though much of the data used by Facebook is publicly available for research, many users may still not understand how their data is used" (Lathan *et al.*, 2023, p. 1). The lack of clarity in Terms and Conditions' texts causes a sense of anxiety and discomfort for many users, and qualitative research into the experience of Facebook data sharing shows that "participants testify to the dichotomy felt between having placed information in the public domain in an uncontrolled way, and the desire some have to regain control over its use" (Bond *et al.*, 2013).

Users' confidence in Facebook and its data-sharing system varies. Studies show that, while half of users have a high level of privacy awareness, almost three quarters of users have changed their privacy settings to a stricter control, mainly due to concerns about privacy. In fact, only a third of users really trust Facebook, even though the majority also believe that Facebook and users have an obligation to protect private information (O'Brien, Deirdre and Torres, 2012).

A collateral phenomenon, which influences trust, lies in certain emotional mechanisms observed that reduce the perception of the risk of exposing oneself by sharing data. For certain categories of

users, the perception of risk, concerning the legal or ethical excesses of the platform, seems to be more concerned with others than with oneself. This lax attitude seems to stem from a combination of high gratification, user habits and a psychological mechanism similar to the 'third person' effect (Debatin *et al.*, 2009).

Another problem, more related to the political and philosophical domain, is the ethical issue that simply arises from the existence of Big Data that centralizes so much personal information. David Lyon talks of a type of surveillance society in the case of huge stocks of data such as those held by Facebook, which poses a risk to human freedom. This form of 'soft biopower' (Cheney, 2011, p. 166) is observed by Lyon in the context of marketing as well as national security procedures. The ethical challenge of marketing that uses data lies in the fact that it can use personal histories to create *clusters* of future consumers, contributing to a form of 'cybernetic-type control', in which what is defined as correct and normal behavior comes to direct the circuits and practices of consumption (as well as employment, health or education) (Lyon, 2014, p. 6).

Then there are the incidents of fraudulent or non-consensual use of this Big Data, such as the famous Cambridge Analytica scandal of 2018, when millions of Facebook user profiles were improperly harvested to create political profiles without the explicit consent of the individuals concerned.

This kind of situation and the prospect of it has propelled the evolution of legislation in the field. The evolution of GDPR laws includes a commonly accepted difference between the application of this type of law in the US and Europe (Houser and Voss, 2018). The US has laws that are considered laxer, and US companies have difficulties when they want to legally operate their users' data in the EU. An important aspect to note is that European data protection mechanisms have extraterritorial effects and can affect technology companies residing in the United States. Furthermore, observers note that, for both Google and Facebook, despite the objectives and promises made by the two companies, very few changes have been observed and the scheduled annual audits have not been carried out (Houser and Voss, 2018, p. 31).

Regarding research attitudes in computer systems ethics in general, it can be observed that

ethical research in the United States follows the utilitarian tradition, whereas researchers in the EU tend to follow a deontological paradigm, especially a Kantian one. (Capurro and Pingel, 2002). My research focuses on the European area of data processing and legislation in the field of computer systems ethics. I take into consideration relevant literature and case law in the field of intellectual property, regarding the personal image of a private person (Romîţan, 2018). The use of a representation of a person (including an image used on Facebook) is regulated, in its main aspects, by *copyright law*.

Finally, it is considered that, given the sheer size of Facebook, existing data protection laws are currently insufficient to protect Facebook users from ethical problems and that new protection mechanisms are needed to offer users the control they expect (Ohman and Aggarwal, 2020).

Research plan. Our approach was to focus on a specific area of Facebook activity, namely the explanation given to users regarding the use of images during Facebook's recent rebranding as Meta. Facebook was renamed Meta in 2021. The stated aim of the name change is to bring the metaverse to life and help people connect with each other, find communities and develop businesses (Meta, 2023a). In the context of this article, Facebook and Meta will always be used with the same meaning.

When opening an account on Meta, the new user must agree to a certain number of documents. One of these documents is essential to this article and is called the Data Policy, hereinafter referred to as Data (Meta, 2023b). Another, discussed in this article, is called the Terms of Service, hereafter referred to as the Terms (Meta, 2023c). Once they have accepted the documents requested by Meta, users can post information on their profile, including text, multimedia files and images.

Images can be considered personal data, provided they include a clear representation of a person's face (*Protection of Individuals Act 2018*). For example, the *Protection of Individuals Act 2018* considers facial images to be biometric data, thus including them in a specific category of personal data. It can be assumed that, especially if the name of the platform is "Facebook", a significant proportion of the content carried on such a platform will include a large number of images containing people's faces.

The objective of our research is clearer in the context of previous studies, which have been

built in two directions. On the one hand, as we have seen, we are exploring the control mechanisms that various competent authorities may have over Facebook's possible unethical practices. Secondly, more recent studies are looking at 'privacy literacy', the level of digital and even legal education of users. My observation is that, before looking at the control we can have over the practices of a platform like Facebook, we also need to look at the texts of the Conditions themselves, as well as their reception and the possibility that they could pose ethical problems. Our aim has therefore been to gain a better understanding of the way in which Meta explains its use of images, in particular images that represent the user and are therefore considered to be personal data. Emphasis will also be placed on information concerning Facebook's commercial activity in this context of image use.

My research question is twofold. In my experience of more than twenty years of providing legal advice on copyright issues, I have seen various points of conflict that have arisen for different users because of the lack of clarity in the legal texts on social platforms, including Facebook. Seeing all these cases, a first research question was constructed concerning the actual texts of the Conditions: is the language of the Conditions confusing, misleading, lacking in transparency, lacking in clarity on the very points that should be very clear? A second research question also looks at users' level of digital literacy or legal education: is the legal value of the texts of Facebook's Terms and Conditions and their legal effects accessible to all users or just to some of them? For example, are they aware that the Terms include a genuine contract (licence) that the user signs and accepts?

Our analysis will therefore focus on four points: (1) the terminology of the Conditions and the level of knowledge of users, (2) the issue of loss of control and loss of rights over images, (3) Meta revenues, based on user images, and (4) the issue of possible compensation for users in respect of copyright.

Analysis of Meta texts

Terminology and users' level of knowledge: a question of ethics

1. The Terms begin with a statement that makes it hard to believe that anything could be lost, whereas section 3.2. *Permissions you grant us* says: "You own the intellectual property rights (such as copyrights or trademarks) in any

content you create and share on Facebook and other Meta Products you use. Nothing in these Terms removes any rights you may have in your own content. You are free to share your content with anyone else, anywhere you choose." (Meta, 2023c).

This statement is problematic both from a legal point of view and from an ethical and marketing point of view. Firstly, intellectual property rights over a creation do not always belong to the creator. This can happen, for example, if the creator has created something as part of an agreement, whereby he or she transfers the creation to another person. Or if the creator has worked under a contract of employment for remuneration. Or if the creator has worked as part of a team in which several co-creators hold the rights. Consequently, this declaration may be considered incomplete and partly misleading.

From a marketing ethics perspective, the statement presents a false claim by stating, "Nothing in these Terms takes away the rights you have over your own content." (Meta, 2023c). However, a few lines down, in section 3.3 of the Terms, entitled *Permissions You Grant Us*, Meta excludes from its responsibility and the duties of other users the need to remove images that have been expressly removed by a certain owner, stating, "Your content has been used by others pursuant to this license and they have not removed it (in which case, this license will continue to apply until such content is removed)." (Meta, 2023c). In other words, although the copyright holder owns the intellectual property rights and is free to share his content with anyone else, wherever he wishes, he is no longer authorized to delete images that have been re-shared by others. In this case, the user who has re-shared the images may continue to use them as the legal owner.

2. It is difficult for someone untrained in legal jargon to understand legal language such as that in section 3.3. of the Terms, *Permissions You Grant Us*, which states, "However, in order to provide our services, we need you to give us certain legal permissions (called a "license") to use this content." (Meta, 2023c). Firstly, the wording is not clear: "*we need you to give us*". It should be worded more simply: "*you must accept*". To read it too quickly would be to miss the real meaning, which is a very broad agreement. This is why it is questionable, and must at least be reviewed from an ethical point of view, for a company to say: "we need you to give

us", when the true meaning appears just one paragraph down and does not represent "certain authorizations", but a complete and unlimited licence, free of rights, which stipulates: "Specifically, when you share, post or upload content covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to host, use, distribute, modify, perform, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and application settings). This means, for example, that if you share a photo on Facebook, you give us permission to store, copy and share it with others (again, according to your settings), such as service providers who support our service or other Meta products you use. This licence will end when your content is deleted from our systems." (Meta, 2023c)

3. There is no clear explanation of the link between the wholly free licence and the need to provide and improve the Products. The Terms state: "This is solely for the purpose of providing and improving our products and services as described in section 1 above." (Meta, 2023c). A clear and complete explanation would link such a royalty-free licence to the fact that Meta uses the user's content to send that user tailored advertising, which in turn generates revenue for Meta.

4. There is another important thing that needs to be clarified and explained, otherwise the conditions will not address ethical concerns well. The licence is not explained as being granted for an unlimited period, unless terminated by the user by deleting the content. Each new upload of content by the user, to a public account, generates a new worldwide unlimited license, and each such content must be deleted in order to terminate the unlimited license on that specific content. The wording of the Terms is not sufficiently clear in this respect, as it deals with content as a whole, even though this content is uploaded day after day, moment after moment, for weeks, months or years. The text states: "This licence will end when your content is deleted from our systems. You may delete content individually or all at once by deleting your account." (Meta, 2023c).

B. Loss of control and loss of rights over images

1. Another essential consequence arising from the fact that the content is voluntarily posted by the user is not sufficiently explained. When a user posts an image on their public account, the licence mentioned above comes into force and, at that point, the respective image can no longer be used exclusively by the user, but by Meta, or by any other user who is part of the user's group of friends. They in turn are authorized to use the corresponding image and to keep it for as long as they wish. They are even authorized to share the image with their respective groups of friends, making it available and potentially reusable, without any further approval from the original user.

If you read the Terms carefully, you will notice that such a loss of control occurs in two stages. In the first stage, the user posts an image to their account, accessible either to the general public or to a selected group of friends. On the basis of this first step, Meta receives a licence to use, share and so on this image. At this point, the entire group of friends, or the general public, receive a sub-licence on their own behalf from Meta which, in simple terms, means the right for several people to use, share, etc. the image of the initial user, all on the basis of the first licence granted to Meta and the subsequent sub-licence granted by Meta to these various people.

Secondly, the original user terminates Meta's licence by deleting the image from their account. Although the initial licence between the original owner and Meta is terminated immediately, the sub-licence between Meta and the group of friends remains in force, and this group is authorized to use, re-share, etc. such an image.

The specific text which authorizes this two-step loss of control technique is based on the following two texts, both of which are present in section 3.3. of the Terms and Conditions *Authorizations which you grant us*. The first states: "Specifically, when you share, publish or post content covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide right to host, use, distribute, modify, perform, copy, publicly perform or display, translate and create derivative works from your content (in accordance with your privacy and application settings). This means, for example, that if you share a photo on Facebook, you give us

permission to store, copy and share it with others (again, according to your settings), such as service providers who support our service or other Meta Products you use. This licence will end when your content is deleted from our systems" (Meta, 2023c).

On the contrary, the second text indicates that a licence in fact continues to apply, at the discretion of other users. This text states: "When you delete content, it is no longer visible to other users; however, it may continue to exist elsewhere on our systems where (...) your content has been used by others in accordance with this licence and they have not deleted it (in which case, this licence will continue to apply until that content is deleted)" (Meta, 2023c).

In fact, there is a contradiction between the two explanations, as it is not clear what content must be deleted and by whom for content to cease to exist. For example, when we read "This licence will end when your content is deleted from our systems" (Meta, 2023c), we should understand "this licence will end when you delete the content and that content is deleted by all your friends and their successive friends down to the last, and all our partners with whom we have shared it with your consent." And, in fact, it should be made clear from the outset that a posted image is likely to become available to the public and may be usable without any future control by the original owner, for decades after the initial upload.

2. Another point is, once again, a technical one in terms of legal language, a language that is not sufficiently described to be properly understood by a user. The word is hidden in the long list of rights granted to Meta, and is represented by the technical phrase "create a derivative work". Such a right, once granted, allows Meta to modify the original image in such a way that the modified image represents a new work. Such a new work is entirely the property of Meta and no longer represents a licensed work, but an independent work over which the original user has absolutely no rights.

Let's assume that the user posts a photo of himself in colour, in a certain part of the city. On the basis of the licence, Meta is allowed to crop such an image, transform it into black and white and add text and graphics. In principle, such modifications allow Meta to claim that the resulting image is a derivative work, and although the user may be recognized in the new image, he or she no longer has copyright in the derivative work. At that point, Meta can use the new image at its discretion, whether for

commercial or non-commercial use. Ethical marketing would at the very least require breaking down into elements the various components of such a licence granted to Meta, and explaining the actual scope of such a licence, with appropriate examples.

C. Meta revenues based on user images

1. Meta does not explain the fact that images, once posted by a user, will be used to generate revenue from advertisers. The link between images and ads is not explained in detail. However, a careful reading makes it clear that all personal data, including images, are used to determine which ads will be shown to that user. Meta's Terms and Conditions state: "By using our products, you agree that we may show you advertisements that we believe will be relevant to you and your interests. We use your personal data to help us determine which ads to show you." (Meta, 2023c.)

The Terms start with a generous statement, saying "We don't charge you to use Facebook or the other products and services covered by these Terms. However, companies and organizations do pay us to show you ads for their products and services." (Meta, 2023c.) Once this statement is made, Facebook goes further and asks the user to agree to several things, and this agreement comes into effect upon any use of a product or service covered by the Terms.

2. The user must accept the fact that advertising will be shown. The wording used by Meta 2023c is soothing: "we can show you", suggesting that perhaps the user will not be presented with ads. However, it is clear that ads are omnipresent on Facebook products. Facebook is not clear about the algorithm used, nor is it explicit about the possibility of refusing ads, even those of interest to the user. On the contrary, Facebook reserves the right to unilaterally determine the degree of relevance, saying: "We may show you ads that we think are relevant to you and your interests" (Meta, 2023c). At the very least, one might wonder what this phrase "we think is relevant" means. From an ethical point of view, it could at the very least be a request on the part of the user to choose, or validate, centers of interest.

3. In addition, and interestingly for the purposes of this research, personal data come into play for Facebook to determine the relevance of ads, when Meta states, "We use your personal data to help us determine which ads to show you."

(Meta, 2023c.) It is undisputed that images posted by the user, for example those containing a representation of their face, are considered personal data. Consequently, these images may be used, in accordance with the Terms, for any purpose unilaterally decided by Facebook, provided that Facebook "believes" that such images or their use is necessary to determine the relevance of an ad or the interest of a user.

4. It is unclear whether images are considered to be directly identifiable information. This is particularly important because Facebook claims to refrain from sharing directly identifiable information unless specifically authorized, stating, "We do not share directly identifiable information (such as your name, email address, or other contact information) with advertisers unless you give us specific permission." (Meta, 2023c). However, from an ethical point of view, the possibility of expressing permission should be identifiable at the very moment it is evoked. However, the user has no idea where and to what extent this permission is given when it is given and can therefore only rely on Facebook's statement.

5. Another ethical constraint would involve a clearer separation in the following explanation, stating "We don't sell you personal data or share information (...) unless you give us specific permission" (Meta, 2023c). Does Facebook ask for specific permission to sell personal data and share information that directly identifies a user, in which case, again, ethical behavior would be to indicate where and how such permission is sought, or does Facebook never sell personal data and only shares it with the user's approval? Until this is clear, the average user must make an effort to locate the approval, the context and the details of that approval, in order to clearly understand how their personal data are sold or shared.

6. The final point here is that it is not clear whether a sale is understood as the price of directly transmitting certain information, or is something more subtle, which seems to be the case here: Facebook receives money from advertisers (sometimes called companies or organizations), and says: "companies and organizations pay us to show you ads for their products and services" (Meta, 2023c) in order to access a certain user's field of view and, in fact, for an ad to appear to a specific user with specific personal data, for example a certain profile photo. From the moment someone is paid to give

access to a specific person, by means of images representing that person, we can speak of a sale of personal data that directly identifies the user. This situation runs counter to the statement "we do not sell your personal data" (Meta, 2023c), and an ethical approach would require greater transparency here.

D. What if the user thought "profit"?

1. The commercial use of the user's image is extensively detailed by Meta, and this is a good point. The use of personal data such as the user's name and profile picture is linked to the various commercial actions undertaken by the user, so that Meta can present similar adverts to the user's friends. However, such use, which in principle aims to generate more revenue for Meta, based on the social similarity between a user's friends, could also generate revenue for the user. The fact that no revenue can be expected by the user is mentioned in a somewhat secondary and extremely brief place: "without any compensation to you". The absence of compensation is mentioned at the end of the paragraph, which states:

"Authorisation to use your name, profile photo and information about your actions with advertisements and sponsored content: You authorise us to use your name and profile photo and information about the actions you have taken on Facebook alongside or in connection with advertisements, offers and other sponsored content that we display on our products, without any compensation to you" (Meta, 2023c).

The question is now twofold: to what extent are the Terms clear when they state: "*without any compensation*", for an average user with insufficient legal knowledge of the fair price of a licence? And the second question is: how clear is it to a user that Meta generates income which, at some point, could contribute to a different approach on the part of the user? In other words, would the user agree to forego any compensation if they knew that, for example, Meta was generating revenue of USD 100,000 using their habits, name and photo? In any event, an ethical approach would require greater clarity as to whether such use actually generates revenue for Meta and, in such circumstances, the user might reconsider their approval for such specific use.

2. What's also problematic is that Meta details the fact that the user gives the right to use their own profile photo free of charge. However, a few lines down, Meta gives a somewhat contradictory explanation by writing: "We do not sell your

personal data to advertisers and we do not share information that directly identifies you (such as your name, email address or other contact details) with advertisers unless you give us specific permission." (Meta, 2023c.) It is quite clear that Meta does not mention the direct sale of the profile photo to advertisers, but it is not clear what the purpose of the free license of this photo to Meta is, when it says: "you authorize us to use your name and profile photo... without any compensation to you." (Meta, 2023c.)

Discussion and proposals for necessary ethical improvements

A framework for possible solutions would involve a number of problems to be addressed. Each of these solutions should be balanced and allow for further reflection.

1. It's always difficult to improve and keep a large platform like Meta running. There are a lot of users and, of course, there are a lot of things to improve. So, it's complicated to generate approval for every instance and it's understandable that Meta is trying to get the most efficient way of approving its updates. However, it could be further explained that the mere use of Meta Products could imply immediate agreement to any updates to the Terms.

2. An ethical approach would require ensuring that the user, before accepting the Terms, has had the opportunity to read them again. For example, blocking access to the account unless a box is ticked stating that the user has read and accepted the new version of the Terms. If this is not the case, the user may continue to use the Products, without even knowing that a new version of the Terms has just been accepted by him/her through his/her action. This occurs, for example, when the user continues to use the Products. In this respect, section 4 of the Terms states: "Once the updated Terms are in effect, you will be bound by them if you continue to use our Products." (Meta, 2023c.)

3. With regard to the problem identified in point II. A. 1, it must be said that an ethical approach would require greater transparency towards users. Firstly, Meta should explain that, under certain conditions, images posted by their legitimate owner can no longer be deleted. For example, if a user has a public account and posts their photo there, and a friend takes that photo and shares it with other users, the original user is no longer authorised to prevent the photo from being shared. This happens because the original

user has agreed to grant the friend a licence to sub-licence to other users. Secondly, Meta should explain that a user is authorised to share his or her own copyrighted material, but that authorisation is strongly recommended, as most of the time images include the rights of people other than the original user.

4. A clear explanation is also required, at the beginning of any account opening, of the fact that many of the terms of the agreement are technical and, for full understanding, should be reviewed by a specialist person with expertise or experience in the field of intellectual property.

5. Another solution is to give more explanations and examples when it comes to a legal definition, for example the granting of the non-exclusive licence to Meta, or concerning the mechanism for user approval of the updated Terms.

6. There is a clear lack of sufficient explanation of the fact that posted images can no longer be controlled either by the user who posted them, or by Meta, which has allowed users' friends to share them again. There is a real need to highlight this aspect here, especially as many users share personal or family photos and are unaware of this loss of control. One possible solution here is to warn users in a user-friendly way, before any images are uploaded to their profiles.

7. Finally, a solution would be to consider a training quiz to assess understanding of the risks involved in sharing images. This could be a fair and ethical way for Meta to keep its customers informed about how images can be treated on the platform.

Conclusions

1. Our analysis has identified several problems with Meta Conditions that raise ethical issues. Firstly, there are vague terms used several times ("we", "we need you to give us"). This is a text which, in many cases, is ambiguous, made difficult by a narrative which sometimes changes in a single sentence or paragraph. It's a confusing text, with a high risk of misleading or blurring the reader's attention. A text that also puts essential information in secondary passages, and also very succinctly.

Secondly, it is not clear under which laws the Terms are drafted and the Data used, and therefore which laws are applicable when the use of an image by others becomes questionable.

Unilateral modification of the Conditions is largely in Meta's favour. Once again, this is due to a lack of clarity in the explanations relating to the user's agreement to such modifications.

More importantly, users do not easily understand from the outset that their rights to the images posted on their account may be lost and could be used by third parties without financial compensation. Although Meta explains that you can withdraw and delete your content at any time, in reality this is not effective as long as you have agreed to sublicense your rights.

The financial benefit to Meta is not clearly explained. There is a kind of discrepancy between the sub-licensing right granted to Meta, for commercial use, and the waiver of any compensation on the part of the user, although the user can decide on the choice of a limited list of friends. It is difficult, to say the least, to say that we are not selling data on users, such as images, when we are being paid by suppliers to send them analyses of the relationship between users' behaviour and their images.

2. More generally, we have seen that the problem of users' lack of trust in the enormous Big Data that Facebook represents is difficult to overcome, and will probably remain so for a long time to come. There are two directions in which research has moved: on the one hand, control by the various competent authorities over Facebook's possible unethical practices, and it seems that this is difficult to put in place, both in terms of procedures and the regularity of interventions; on the other hand, recent studies on *privacy literacy* and the digital and even legal education of users.

There is another perspective, and my research initially showed a series of inconsistencies in the text of the Terms Of Service, changes in the narrative, the hidden nature of passages that should be visible first and foremost, confusion and so on. The points I present, along with the solutions, suggest a different way of approaching the issue and offer a simpler solution in a way: working more on the clarity and transparency of the text of the Terms Of Service. My contribution, through this research, is to focus on a simple and easy solution that would eliminate many of the ethical issues arising in the Facebook user-platform relationship. Removing passages from a text whose meaning, and therefore reception, is intended to or may be misleading is entirely possible, if there is the will to do so.

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