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AGRICULTURE, NUTRITION, AND FORESTRY

SMALL BUSINESS AND ENTREPRENEURSHIP

October 24, 2026

Mark Zuckerberg
Founder, Chairman, and Chief Executive Officer
Meta Platforms, Inc.
1 Meta Way
Menlo Park, CA 94025

Dear Mr. Zuckerberg:

I write to express serious concern regarding Meta's updated Commercial Terms of Use, set to take effect on November 20, 2026.[1] These revised terms require any entity using your platforms for commercial purposes to grant Meta expansive authorization to deploy automated crawlers and web scrapers across their domains, including access to any content available through them. I strongly urge Meta not to move forward with the implementation of these terms and to immediately halt any effort to condition platform access on the extraction of external intellectual property (IP).

The breadth of these updated provisions is extraordinary. According to your terms, this policy applies to any access or use of Meta Company Products for a "business or commercial purpose," encompassing any entity using ads or marketing messages, selling or listing products, developing apps, managing a Meta Page, or using any business product, "regardless of the entity type."[2] Virtually every news organization, independent journalist, public figure, and commercial enterprise in the United States manages a Meta Page or utilizes the Meta Business Suite to reach their readers and customers, effectively requiring each of these entities to allow Meta to scrape their IP in service of the company's own products.

By demanding the contractual right to "create test credentials to access, index, cache, analyze, collect, retrieve, or crawl" associated web domains of user companies, Meta asserts an alarming opening to bypass technical measures essential to the economic security of news organizations and subscription-based creators, including paywalls, registration gates, and digital subscriber barriers.[3] Rather than restricting its terms to content directly shared or uploaded onto Meta Company Products, Meta's contractual language gives the company unfettered access to

[1] *Meta Commercial Terms*, FACEBOOK, https://www.facebook.com/legal/commercial_terms_preview (last visited Oct. 19, 2026).
[2] *Id.*
[3] *Id.*

publishers' archives that may otherwise hold value in a competitive commercial licensing market. While Meta has reportedly negotiated commercial licensing agreements with select national media organizations, the company's updated terms would harvest the proprietary reporting of local and independent publishers without compensation.[4]

Following swift public criticism, Meta reportedly removed the word "train" from its updated terms' authorized uses of scraped data.[5] However, legal experts maintain that the revised allowances, including using scraped data to "develop, improve, research, and maintain advertising and business products," remain broad enough to encompass the training of Meta's AI products.[6] Independent newsrooms and creators should not be coerced into providing the underlying proprietary reporting or content that may be used to feed Meta's commercial AI models – technologies capable of summarizing, competing with, and ultimately displacing the primary sources of that creative work.

Meta's verbal assurances that it will not supersede robots.txt files, which are voluntary server flags, do not appear to constitute enforceable legal protections.[7] Without the insertion of specific language codifying Meta's policy to respect robots.txt signals into the latest contractual terms, users lack any reliable means by which to protect their content.

Meta's updated terms provide no mechanism for businesses to opt out of scraping while maintaining their account presence, instead stating: "If you do not agree to the updated terms, you may stop all access or use of our Products for business or commercial purposes."[8] Forcing publishers to choose between surrendering their off-platform IP or forfeiting a primary channel of public communication is a gross abuse of Meta's power as a powerful platform with critical access to consumers.

Meta must not nullify federal IP protections and fair market competition through the unilateral insertion of fine print into terms of service contracts. A free, independent, and economically sustainable press, as well as a thriving creator economy, is indispensable to our country, and dominant platforms should not use market leverage to operate outside of the boundaries of fair licensing.

I urge Meta not to move forward with the implementation of these Commercial Terms on November 20 so long as they require business organizations to grant unilateral off-platform scraping, provide explicit guarantees that external technical boundaries like paywalls and

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[4] Emma Roth, *Meta strikes AI licensing deals with CNN, Fox News, and USA Today*, THE VERGE (Dec. 5, 2025), https://www.theverge.com/news/838927/meta-ai-licensing-deals-cnn-fox-news-usa-today.
[5] Andrew Deck and Hanaa' Tameez, *Legal experts warn Meta's new terms still grant broad scraping permissions, despite language changes*, NIEMAN LAB (Oct. 17, 2026), https://www.niemanlab.org/2026/10/legal-experts-warn-metas-new-terms-still-grant-broad-scraping-permissions-despite-language-changes/.
[6] *Id.*
[7] *Id.*
[8] Meta Commercial Terms, *supra* note 1.

robots.txt protocols will be fully respected, and ensure that no business is forced to sacrifice its proprietary content simply to operate on your platforms. I request a response to this letter outlining the specific steps Meta will take to address these concerns and whether the company will suspend the rollout of these provisions by November 2, 2026.

I look forward to reviewing your response.

Sincerely,



Adam B. Schiff
United States Senator