

Appendix. Big Tech Platforms ignoring and defeating 230d

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Facebook and YouTube are used as examples. Commercially available parental controls are nowhere mentioned in their purported agreements or even Help and Support.

YouTube Terms

General

<https://www.youtube.com/t/terms> | <https://archive.is/PNCxn>

<https://www.youtube.com/howyoutubeworks/policies/community-guidelines/> |
<https://archive.is/b6XaP>

<https://support.google.com/youtube>

<https://www.youtube.com/t/terms> | <https://archive.is/PNCxn>

“You must be at least 13 years old to use the Service; however, children of all ages may use the Service and YouTube Kids (where available) if enabled by a parent or legal guardian.”

Yes, Google attempts to bind little kids with its TOS!

“If you are under 18, you represent that you have your parent or guardian’s permission to use the Service. Please have them read this Agreement with you.”

Yes, Google pretends that a little kid can make legal representation!

API

<https://www.youtube.com/t/terms>

“The following restrictions apply to your use of the Service. You are not allowed to: ... alter, modify or otherwise use any part of the Service or any Content... [necessary for content filtering]

... access the Service using any automated means ... use the Service to view or listen to Content other than for personal, non-commercial use... [necessary for content evaluation for harm to minors]”

Although there are exceptions for prior authorization, these terms make development of parental controls impossible or entirely dependent on Google.

Application programming interface (API) is how third-party applications access a platform. Google’s TOS for YouTube API reserves for Google the right disable any parental controls application, in addition to the ability to disable it physically.

<https://developers.google.com/youtube>

<https://developers.google.com/youtube/terms/api-services-terms-of-service> | <https://archive.is/0i4IX>

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“2.1 Components of the Agreement. *The Agreement [for API] is comprised of the following:*

- i. these Terms of Service;*
- ii. the Developer Policies;*
- iii. the YouTube Guidelines;*
- iv. the credentials assigned to you and your API Client(s) by YouTube or Google;*
- v. the Google Software Principles currently located at http://www.google.com/corporate/software_principles.html; and*
- vi. the YouTube Terms.”*

The developers have to agree with YouTube’s Terms, including content guidelines and one sided modification in order to develop parental controls.

“YouTube may modify the Terms of Service or any of the other documents comprising the Agreement at any time. ... You or your API Client(s)’ continued access to, or use of, the YouTube API Services, including your continued development activities in connection with any YouTube API Services and your API Client(s)’ interaction with any YouTube API Services after the changes to the Agreement takes effect, will be deemed your agreement to and acceptance of such changes.”

“Notwithstanding anything to the contrary, YouTube reserves the right to (i) suspend or terminate access to, or use of, any aspects of the YouTube API Services by you, your API Client(s) and those acting on your behalf), and (ii) terminate the Agreement (or any portion thereof), as applied to any specific user or API Client, category of users or API Clients, or all users or API Clients at any time.”

“YouTube is under no obligation to provide the YouTube API Services. It is solely your responsibility at all times to be prepared to conduct your business and operate your API Client(s) without access to any aspect of the YouTube API Services.”

In plain words, a developer of parental controls is at mercy of Google, which can disable parental controls it does not like at will, and it does not believe in parenting at all.

“Upon any suspension, notice of any discontinuance, or termination (whether by you or YouTube), you will immediately stop accessing and using all YouTube Property and delete all YouTube API Services (including all API Data) and YouTube Confidential Information in your possession or control, including from your servers. At YouTube’s request, you will certify your deletion of all YouTube API Services (including all API Data) and YouTube Confidential Information in your possession or control in writing that is signed by your authorized representative who has the authority to bind you. YouTube may independently communicate with any account owner whose account(s) are associated with credentials assigned to you or your API Client(s) to provide notice of both the suspension or termination of your access to, or use of, the YouTube API Services and the display of any advertisements associated with your API Client(s) (where applicable).”

<https://developers.google.com/youtube/terms/developer-policies>

“Each API Client must require users to agree to a privacy policy before users can access the API Client’s features and functionality.”

Pretty much defeats the aim of parental controls.

Facebook Terms

General

<https://www.facebook.com/privacy/policy> , <https://www.facebook.com/privacy/policies/cookies>

<https://www.facebook.com/terms> , https://www.facebook.com/legal/terms/plain_text_terms (same)

Nowhere parental controls are mentioned.

“You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.”

Parental controls need to access Facebook products using automated means.

<https://www.facebook.com/help/1079477105456277> - Safety Resources for Parents

<https://www.facebook.com/help> parental controls are never mentioned

site:www.facebook.com/help "parental controls"

site:www.facebook.com/help "parental control"

API

<https://developers.facebook.com/terms/>

“Our Platform is the set of APIs, SDKs, tools, plugins, code, technology, content, and services that enables others, including app developers...”

“To use Platform (including to Process any Platform Data), you agree to these Platform Terms (“Terms”), as well as all other applicable terms and policies. This may include the Meta Terms of Service, the Instagram Terms of Use, the Meta Commercial Terms, the Business Tools Terms, and any Meta Product terms that are applicable.”

“We reserve the right to amend these Terms at any time. Your continued use of or access to Platform after any such amendment will constitute your binding agreement to these Terms as amended.”

“We may change, suspend, or discontinue the availability of Platform at any time. In addition, we may impose limits on certain features and services or restrict your access to parts or all of our APIs or websites without notice or liability.”

*“We may take enforcement action against you and your App **if we believe, in our sole discretion**, that:*

- 1. You have not timely responded to our requests related to monitoring or auditing;*
- 2. You or your App has violated or **may have violated these Terms or any other applicable terms or policies or is negatively impacting** Platform, other Meta Products, Platform Data, or people who use Meta Products...”*

*“We may take enforcement action at any time, including while we investigate your App, **with or without notice to you. Enforcement can be both automated and manual. It can include suspending or removing your App**, removing your access and your App’s access to Platform, requiring that you stop*

Processing and delete Platform Data, terminating our agreements with you, or any other action that we consider to be appropriate, including terminating other agreements with you or your ability to use Meta Products.”

“Indemnification

In addition to and without limiting the scope of the “Indemnification” Section in our Meta Commercial Terms if anyone brings a claim, cause of action, or dispute against the Meta Companies related to your use of Platform, your Processing of Platform Data, Your Content, or your App, name or logo, products or services, or actions in connection with Platform, you will indemnify and hold the Meta Companies harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to any such claim, cause of action, or dispute.”

YouTube Kids

Security is ineffective.

[Set up YouTube Kids](#) : The security can be easily bypassed (as of 2023-01-16)

<https://support.google.com/youtubekids/answer/6172308?hl=en> | <https://archive.is/47bRr>

Parental controls & settings for YouTube Kids profiles & supervised accounts. Misleading. Children can easily bypass these controls.

Inappropriate Content is offered to kids from age 4

[Gender explained | CBC Kids News - YouTube Kids](#)

<https://www.youtubekids.com/channel/UCecsVoeJcsXbAra7Sl4mOPw> - the channel **Queer Kid Stuff**

[What is TRANSitioning?? \(ft. Riley Dennis\) - Gender: QUEER KID STUFF #45 - YouTube Kids](#)

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