

An Open Letter to Mark Zuckerberg: Meta's New Terms Take Publishers' Journalism Without Permission or Payment

October 22, 2026

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

Dear Mr. Zuckerberg:

I write on behalf of News/Media Alliance ("NMA"). NMA is a nonprofit organization representing over 2,000 newspaper, magazine, and digital media publishers in the United States. NMA membership accounts for nearly 90 percent of the daily newspaper circulation in the United States and over 500 individual magazine and digital-only brands.

NMA demands that Meta Platforms, Inc. ("Meta") withdraw its revised Commercial Terms before their claimed effective date of October 30, 2026. The new terms appear to require every business that uses Facebook, Instagram, WhatsApp, or Messenger through a business account to grant Meta extraordinary and disproportionate privileges to exploit the content of its websites for free. Publishers would have no way to decline this, short of abandoning their use of Meta's business products and forfeiting access to Meta's massive audience.¹

News publishers will be forced into providing their valuable journalism to support the development of products that may be used to compete with them for readers and advertisers, under duress and without compensation. It is wholly unreasonable for the mere use of a Meta business account to require publishers to grant unrestricted access to their websites (and even content posted by their users), for the benefit of Meta to develop its business products. Meta's unilateral conduct, given the scale and reach of its social media platforms, is an exercise of market power and is anticompetitive. Meta's behavior risks undermining the robust licensing market for publishers' content and could allow Meta to simply snatch that content for free.

What the New Terms Claim to Do

Section 1 of the revised terms authorizes Meta to use "web scrapers, bots, robots, spiders, crawlers, and user agents and create test credentials to access, index, cache, analyze, collect, retrieve or crawl" any domain "associated with your products or services, or that are made available through your or users' use of Meta Company Products," and to return periodically for updates.² The claimed license appears to reach every article on a publisher's website or that a reader shares, in addition to content a publisher posts to a Meta platform or pages a publisher promotes there. Meta claims that continued use counts as acceptance, and a business that objects must "stop all access or use of our

¹ Meta Platforms, Inc., COMMERCIAL TERMS §§ 1, 7 (eff. Oct. 30, 2026), https://www.facebook.com/legal/commercial_terms_preview; Andrew Deck, *Meta's New Commercial Terms Will Allow the Scraping of News Sites, Legal Experts Say*, NIEMAN LAB (Oct. 15, 2026).

² COMMERCIAL TERMS, *supra* note 1, § 1.

Products for business or commercial purposes.”³ Test credentials could let Meta register its own accounts to get past registration walls, and Meta has not said whether that includes paywalls.⁴

The terms also authorize Meta to use publishers’ content to “provide, develop, improve, research, and maintain Meta Company Products.” “Meta Company Products” is broadly defined to include the full suite of Meta websites, products, and apps, current or future, including AI products such as Meta AI or the Muse AI agent, and the Business Agents tools that the revised terms have incorporated by reference.⁵

After publishers objected, Meta deleted the word “train” from the initially released version, amongst the litany of uses to which publishers must consent, and now says it will use the content to “develop, improve, research, and maintain advertising and business products.”⁶ The revision changes little, and the terms remain deeply vague. “Advertising and business products” is undefined, and the phrase “develop...advertising and business products” is, as one law professor put it, “still broad enough to drive a truck through.”⁷ Meta says publishers can still block its crawlers with robots.txt, but Meta’s terms do not confirm that it will abide by the restrictions, nor do they promise that Meta will limit scraping to identified bots.⁸ Blocking is also not a practical option: publishers generally must allow Meta’s ads crawler for their advertising to function, and the terms do not limit how content collected by that crawler may be used. Meta failed to mention that publishers cannot practically disallow or block Meta’s crawlers without harming their ability to promote content as a business account user, which would limit user access to quality journalism content on the platform, nor does Meta confirm that these terms do not supersede existing agreements.

If Meta Seeks to Enforce These Terms, the Harm Will Be Severe and Irreversible

If the terms take effect on October 30, they purport to grant Meta the right to exploit, without prior permission or fair compensation, journalism for which, by one estimate, Meta already owes U.S. publishers nearly \$2 billion a year.⁹ NMA also has grave concerns that Meta will use publisher content to build products that compete with publishers for the same readers and advertisers and licensees who compensate publishers. Together, these harms threaten the financial viability of the free press. Publishers that cannot capture the value of their reporting will produce less of it: fewer reporters covering fewer communities, fewer investigations, and less original news for the public. This harm will fall hardest on the local and independent publishers least able to leave Meta’s

³ COMMERCIAL TERMS, *supra* note 1, § 7.

⁴ Deck, *supra* note 1 (reporting that Meta declined to say whether “test credentials” would be used to bypass paywalls).

⁵ In Section 6a, publishers are required to indemnify Meta for any third-party claims brought by third parties with regard to the use of such content on the Meta Company Products. Not only does Meta force publishers to make an impossible warranty but also require them to hold Meta harmless for any claims. *See also* <https://www.facebook.com/legal/meta-company-products>.

⁶ Andrew Deck & 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/>.

⁷ *Id.* (quoting Professor James Grimmelman).

⁸ *Id.*

⁹ Haaris Mateen et al., *Paying for News: What Google and Meta Owe US Publishers* (Columbia Univ., Working Paper 2024) (estimating that Meta owes U.S. publishers \$1.9 billion a year, before accounting for AI).

platforms. Once Meta has copied publishers' content and built it into its products, the harm will be practically impossible to undo.

Our Requests

Meta has said that the terms update changes nothing. However, that statement is not supported by the language at issue, which is a clear change over the prior terms. **Meta should withdraw these terms and should hold discussions around future changes with NMA and publishers.** The conversations should address (i) **the specific Meta Company Products and uses for which Meta would like to use publishers' scraped content;** (ii) **how publishers can opt in to permit scraping, separate from obtaining access to Meta's business products;** (iii) **the specific crawlers, fetchers, or other bots that will be utilized;** and (iv) **how Meta will ensure publishers' robots.txt files, registration walls, or paywalls are respected.** Meta has publicly stated that the crawling terms "only applied to our ads and business products" and are "not about scraping news sites." If so, it should have no objection to putting future commitments into the terms themselves, as an outcome of these discussions.

Because the terms may take effect on October 30, we ask Meta to respond publicly by October 26, 2026. In the meantime, this letter serves as notice that, in the event Meta adopts these revised terms over our members' express objections, our members do not consent to them and reserve all of their legal rights.

Because Meta's proposed updated terms are unclear, we are also writing to convey that Meta does not have permission or the right to use our members' content for any purpose unless they have expressly, in writing, authorized such use. Our members' presence on Meta's platforms does not and cannot grant Meta the right to scrape, access, or use their owned content from their websites, and we object to the updated Commercial Terms to the extent that they purport to grant Meta any such rights.

Put simply, any access or use of our members' content for AI purposes without their express written permission is contrary to applicable law.

Sincerely,

A handwritten signature in black ink, appearing to read "Daboffy", written in a cursive, flowing style.

Danielle Coffey
President & CEO, News/Media Alliance