[FR] Meta breached contract by closing Facebook account of historian who denounced Daesh abuses

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In a ruling of 5 June 2024, the *Tribunal Judiciaire de Paris* (Paris Judicial Court) passed judgment in a case between a historian and the company Meta Platforms Ireland Limited, which had closed her Facebook account after she published an article denouncing the abuses committed by the Daesh movement in Africa. The historian had, in particular, complained of a breach of contract and the unfairness of the termination clause contained in the social network's terms of service.

The court ruled firstly on Meta's fulfilment of its contractual obligations. It analysed the content of Facebook's terms of service in force at the time of the publication, in particular Article 4.2, which stated that the platform would only disable an account if its owner had clearly, seriously or repeatedly breached its terms or policies, in particular the Community Standards. The company had not told the plaintiff on what grounds it had disabled her account (thereby terminating the contract between the parties), but sent her a generic email listing various prohibited types of publication, including "support for a violent and/or criminal organisation or group" and "hate speech". In the case at hand, the court ruled that the plaintiff had clearly denounced the terrorist group, whose actions she opposed, by writing that: "Daesh lies like no other", "Its goal is to cross the Mediterranean to Italy, and from there to the rest of Europe", "Daesh calls the soldiers of the Syrian army. If there were eight dead, it is probably because it won the battle and killed them as prisoners". It also considered that, in view of the contextualisation within the publication, the simple reproduction of a Daesh press release could not be considered as an endorsement of its actions. The content of this publication did not fall within the list of prohibited actions contained in the generic email and could not therefore be considered as a suitable reason to suspend or terminate an account. Meta had therefore breached the contract.

The court also ruled that Article 4.2 of the network's terms of service should be considered unfair insofar as it stated that users would be notified by message of the suspension or deactivation of their account without notice. This clause thus created, for the benefit of the professional and to the detriment of the consumer, a significant imbalance within the meaning of Article L. 212-1 of the Consumer Code. It was therefore deemed null and void.

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Meta was ordered to pay the plaintiff EUR 4 000 in compensation for the damage related to the advertising expenses she incurred (in order to allow wide distribution of her publications on Facebook and thus increase her community); EUR 1 000 in compensation for the damage related to the loss of her intellectual works; and EUR 2 000 in compensation for the damage caused by being deprived of a means of communication. On the other hand, the court held that the plaintiff's freedom of expression had not been infringed since she was able to express her views on other media and by means other than using her Facebook account.

Tribunal judiciaire de Paris, 5 juin 2024.

https://www.dalloz.fr/documentation/Document?id=TJ_PARIS_2024-06-05_2100726

Paris Judicial Court, 5 June 2024

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