



World Association
of News Publishers

Mr Joel Kaplan
Chief Global Affairs Officer
Meta Platforms, Inc.
By email

Frankfurt and Paris, 22 October 2026

Meta's revised Commercial Terms and their consequences for news publishers worldwide

Dear Mr Kaplan,

We are writing on behalf of WAN-IFRA, the World Association of News Publishers, which brings together more than 20,000 media brands and 60 national publishers' associations across 120 countries. Our concern is the crawling provision Meta has added to its Commercial Terms, which takes effect on 30 October 2026. We ask Meta to suspend the application of this provision to news publishers and to open a genuine dialogue with the sector before going any further. We also address the limits on outbound links being introduced through Meta One, under which Facebook Pages, the accounts businesses and publishers use, must pay to post more than two links a month to their own websites, while Meta claims access to that same content free of charge.

Almost every news organisation in the world maintains a Facebook Page, an Instagram business profile, a WhatsApp channel or an advertising account. Under the new terms, keeping any of these means authorising Meta, and anyone working for it, to deploy automated tools against the publisher's own websites, to create test credentials to reach them, and to keep returning for updates. The permission is not limited to material a publisher chooses to share with Meta. It extends to any domain linked to the publisher's products and to any URL that reaches Meta through its users. The only alternative Meta offers is to stop using its products for business altogether.

For many of our members, that is not a real choice. In large parts of Africa, Asia and Latin America, Facebook and WhatsApp are the main way people encounter news online, and local and independent outlets depend on them to reach their communities. Asking those publishers to give up either their audience or control of their journalism turns a distribution relationship into a licence to take the product itself.

We note that Meta removed the word "train" after the provision became public. The remaining purposes, to provide, develop, improve and research "advertising and business products", are open-ended, and the list that follows them is illustrative rather than limiting. Meta's own Commercial Terms incorporate separate terms governing its Business Agents and its Meta AI business assistant, both generative AI services. By Meta's own definition, then, its business products include AI. Content collected under this clause can therefore still feed AI development, whether through training, fine-tuning, grounding or retrieval.



Three further points remain unaddressed in the text. First, Meta's public assurances that robots.txt preferences will be respected are not reflected in the terms, and publishers cannot rely on commitments that carry no contractual force. Second, the right to create test credentials could enable access to content behind registration walls and paywalls, and Meta has given no assurance that it will not be used for that purpose. Third, the provision rests on a striking asymmetry: the same Commercial Terms reserve to Meta the right to pursue anyone who seeks to "engage with our Products in unauthorised ways (for example, automated ways)", while requiring business users to accept precisely that treatment of their own websites.

This is not a matter for one market. In the United States, the [News/Media Alliance](#) has described the terms as an abuse of Meta's market power. In the United Kingdom, the News Media Association has asked the Competition and Markets Authority to secure a pause, and the CMA has confirmed to Parliament that it [has written to Meta and is assessing the terms](#). In Europe, the European press publishers' associations EMMA, ENPA, EPC and NME have asked the European Commission to adopt interim measures under the Digital Markets Act. At the same time, Meta has entered into [paid, multi-year agreements](#) with news publishers in the United States and Europe to supply Meta AI with their journalism. The Commercial Terms therefore cannot be read as an oversight. Meta acknowledges the commercial value of news when it negotiates with a handful of publishers, and seeks to secure comparable access from every other publisher at no cost, as the price of using its services. We consider this unacceptable.

We are also concerned by the direction signalled by Meta One. Meta is testing, and progressively extending, monthly limits on the links that Facebook Pages can post, with additional links available only through paid subscription plans; links that Pages place in comments now count toward the limit. Meta has indicated informally that news publishers are excluded, but it has published neither the criteria, nor the markets concerned, nor any commitment that the exclusion will last, and [smaller publishers have reported reaching the cap](#). Read alongside the Commercial Terms, the pattern is troubling: sending readers to a publisher's site may become a paid feature, while access to that same site is claimed free of charge. We are also concerned that verification badges and protection against impersonation are now sold as part of Meta One's paid business plans. Fake accounts posing as news outlets are a well-known vehicle for disinformation, and these safeguards should be available to news organisations free of charge.

WAN-IFRA's mission is to unite media globally to strengthen the business of trusted journalism and defend press freedom. In that spirit, publishers are not seeking to shut Meta out: many of our members want to work with AI developers on terms that are clear and fair.

The means to do so already exist. WAN-IFRA is a global affiliate member of the SPUR Coalition, which brings publishers together to set shared standards for how journalism is used, measured and paid for in AI products. We encourage Meta to engage with SPUR to agree a clear framework for the use of publishers' content and data, with fair terms and appropriate compensation. A negotiated framework would also give Meta what it needs: dependable access to trustworthy news for its AI products, with a legal certainty that a clause contested by publishers and regulators cannot provide.



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Our requests

We therefore ask Meta to:

1. Suspend the application of the crawling provision to news publishers from 30 October, pending dialogue with the sector.
2. Remove the right to create test credentials, and commit in the terms that paywalls, registration walls and other access controls will not be circumvented.
3. Commit in the terms themselves to honouring robots.txt instructions and all other machine-readable reservations of rights, including text and data mining opt-outs where the law provides for them, as it does in the European Union, and specify that these take precedence over the crawling provision.
4. Define "advertising and business products" exhaustively, and exclude any use of publishers' content to develop, train, fine-tune, ground or otherwise power AI systems unless covered by a licence.
5. Remove crawling rights that arise solely because a user has shared a link, and allow publishers to decline the provision without losing access to Meta's business tools.
6. Publish the scope of the Meta One link limits and commit in writing to a permanent, clearly defined exclusion for news organisations of all sizes, with verification and impersonation protection provided to them free of charge.
7. Engage with the SPUR Coalition on a framework for licensing and fair compensation.

As the new terms take effect on 30 October, we would be grateful for a written reply by 27 October, and we would welcome a meeting with your team before the terms take effect.

Yours sincerely,

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