



ALL IN THE FAMILY

Legal blog on all aspects of Family Law and Divorce in Massachusetts and Rhode Island

Social Media Clauses in Divorce Agreements

BY CATHERINE E. SPANU • MAY 8, 2026

I recently wrote a blog post on [what not to do during your divorce](#). One important “don’t” highlighted in that post was airing your divorce online or on social media. Given the permanency of the internet, a growing number of divorcing spouses are taking things a step further and including social media clauses in their agreements. If you’re going through a divorce, understanding what these clauses are and why they matter could make a significant difference for your family, help keep the temperature down in your divorce, and benefit your children.

WHAT IS A SOCIAL MEDIA CLAUSE?

A social media clause (sometimes called a “no-social-media clause”) is a binding agreement between divorcing spouses or parents whose relationship is ending that restricts or governs how each can use social media platforms in relation to the divorce, the children, and/or the other parent. These clauses can range from broad (prohibiting either parent from posting anything about the other) to narrowly tailored (for example, prohibiting the posting of photos of minor children without mutual agreement, or banning content that disparages the other parent). When provisions are included in an agreement, violations can have consequences, including being found in contempt of court.

WHY DIVORCING PARENTS SHOULD SERIOUSLY CONSIDER A SOCIAL MEDIA CLAUSE:

There are several compelling reasons to include a social media clause in your separation agreement:

- **Protecting your children from being caught in the middle:** Children are extremely perceptive. Even younger children can stumble across a parent’s Facebook post or Instagram story. Seeing a parent vent anger, share embarrassing photos, or disparage the other parent online can cause lasting psychological harm. A social media clause creates a clear boundary that helps keep children out of adult conflicts.
- **Reducing the risk of content being used against you in court:** Social media posts are increasingly used as evidence in custody disputes, actions to modify support, and many other actions in the Probate and Family Court. An angry, intemperate post can suggest that a parent is exercising poor judgment that could affect custody. A social media clause that restricts both parents reduces the temptation to post reactively and potentially hurt your case.

- **Safeguarding your children’s privacy and digital footprint:** Children cannot consent to having their images and personal details shared online. A divorce is a deeply personal event, and details shared publicly can follow a child for years. A clause that requires mutual agreement before posting images of the children, or that prohibits sharing information about custody schedules or school routines, gives children a measure of privacy.
- **De-escalating conflict between co-parents:** Social media is a powerful accelerant for conflict. A single post can go viral within a family network, triggering a cycle of retaliatory posts, screenshots shared with lawyers, and heightened animosity. When both parents are bound by clear rules, it removes the temptation to “win” the narrative online and encourages conflict to be resolved through proper channels.
- **Supporting healthier long-term co-parenting:** Divorce is the end of a marriage, not the end of a parenting relationship. The way parents treat each other online during and after a divorce sets the tone for years of co-parenting ahead. A social media agreement signals a mutual commitment to keeping the conflict contained and the children’s wellbeing central.
- **Enforceability gives both parents accountability:** Unlike an informal agreement between two parties, a clause in a court-approved agreement is legally enforceable. If one parent violates the clause by posting harmful content, the other can seek legal recourse, resulting in accountability for both parents. The court cannot generally limit either party’s ability to post on social media absent a formal agreement (although a person’s posts can and will be used against them in the context of litigation, even if the court cannot prohibit such posting).

WHAT SHOULD A SOCIAL MEDIA CLAUSE INCLUDE?

A well-drafted clause should be specific enough to be enforceable, but flexible enough to accommodate normal life. Common provisions include:

- No posting derogatory, disparaging, or embarrassing content about the other parent;
- No sharing photos or videos of the minor children without mutual consent;
- No disclosing details of custody schedules, legal proceedings, or financial arrangements;
- No tagging the children in posts that could expose their location or routine; and/or
- Not allowing new partners, family members, or others to post prohibited content on a parent’s behalf.

Any social media clause should be reciprocal, applying equally to both parents. A one-sided restriction might not be legally enforceable and will almost certainly breed resentment.

ARE THERE ANY DOWNSIDES?

Some parents view social media clauses as an infringement on free expression. This concern can generally be addressed by tailoring the provisions so they aren’t overly restrictive: for example, allowing parents to post general family content while prohibiting anything that relates to the divorce or disparages the other parent.

The key is specificity. Vague clauses (“be respectful online”) are hard to enforce. Narrowly tailored clauses (“neither parent may post images of the minor children to any public social media account without the written consent of the other parent”) are clear and enforceable. You should also give serious consideration to the binding (and potentially permanent) nature of social media clauses in this context, and tailor your clause to your particular situation and how you use social media in practice, so that you don’t end up agreeing to something highly restrictive.

TALK TO AN EXPERIENCED FAMILY LAW ATTORNEY

Every divorce is different. Whether a social media clause makes sense for you depends on your family’s circumstances and the dynamics of your co-parenting relationship. Raise the topic with your attorney early in the process. In general,

social media clauses are worth considering. In an age when family life often plays out online, agreeing to social media boundaries is a practical step that parents can take to protect their children and themselves.

A final note on enforcement: Document any violations carefully and consult your attorney before taking action. The goal of a social media clause isn't to "catch" the other parent, but to create space for healthier communication and, most importantly, to shield children from adult conflict.