The Twitter User Agreement comprises these <u>Terms of Service</u> ("Terms"), our <u>Privacy Policy</u>, the <u>Twitter Rules</u> and all incorporated policies.

I. TWITTER TERMS of SERVICE

II. TWITTER PRIVACY POLICY

III. TWITTER RULES

If you live in the United States, the Twitter User Agreement comprises these <u>Terms of Service</u>, our <u>Privacy Policy</u>, the <u>Twitter Rules</u> and all incorporated policies.

If you live in the European Union or otherwise outside the United States, the Twitter User Agreement comprises these <u>Terms of Service</u>, our <u>Privacy Policy</u>, the <u>Twitter Rules</u> and all incorporated policies.

Twitter Terms of Service

(if you live in the United States)

These Terms of Service ("**Terms**") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and <u>our other covered services</u> (https://support.twitter.com/articles/20172501) that link to these Terms (collectively, the "**Services**"), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"). By using the Services you agree to be bound by these Terms.

- 1.Who May Use the Services
- 2. Privacy
- 3.Content on the Services
- 4. Using the Services
- 5. Disclaimers and Limitations of Liability
- 6. General

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

2. Privacy

Our <u>Privacy Policy</u> (https://www.twitter.com/privacy) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

Twitter respects the intellectual property rights of others and expects users of the Services to do the same. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as described in our Copyright policy (https://support.twitter.com/articles/15795). If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (https://support.twitter.com/forms/dmca) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: https://support.twitter.com/forms/dmca

Email: copyright@twitter.com

Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours -- you own your Content (and your photos and videos are part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or

distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

4. Using the Services

Please review the <u>Twitter Rules</u>, which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with

the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

If you use developer features of the Services, including but not limited to Twitter-for-Websites
(https://dev.twitter.com/web/overview), Twitter Cards
(https://dev.twitter.com/cards/overview), Public
API (https://dev.twitter.com/streaming/public), or Sign in with Twitter
(https://dev.twitter.com/web/sign-in), you agree to our Developer Agreement
(https://dev.twitter.com/overview/terms/agreement) and Developer Policy
(https://dev.twitter.com/overview/terms/policy). If you want to reproduce, modify, create derivative

works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on dev.twitter.com.

If you use advertising features of the Services, you must agree to our <u>Twitter Master Services</u>

Agreement (https://ads.twitter.com/terms).

If you use commerce features of the Services that require credit or debit card information, such as our Buy Now feature, you agree to our Twitter Commerce Terms (https://support.twitter.com/articles/20171943).

Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. All right, title, and

interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Ending These Terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See

http://support.twitter.com/articles/15358-how-to-deactivate-your-account for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the <u>Twitter Rules</u>, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to Twitter, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or

representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE. AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at twitter.com/tos, will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you have any questions about these Terms, please contact <u>us</u>.

Effective: September 30, 2016

Twitter Terms of Service

(if you live outside of the US)

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (https://support.twitter.com/articles/20172501) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

- 1. Who May Use the Services
- 2. Privacy
- 3. Content on the Services
- 4. Using the Services
- 5. Limitations of Liability
- 6. General

1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

2. Privacy

Our <u>Privacy Policy</u> (<u>https://www.twitter.com/privacy</u>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the

transfer of this information to the United States, Ireland, and/or other countries for storage,

processing and use by Twitter and its affiliates.

3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including

compliance with applicable laws, rules, and regulations. You should only provide Content that you

are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through

the Services is at your own risk. We do not endorse, support, represent or guarantee the

completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the

Services or endorse any opinions expressed via the Services. You understand that by using the

Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise

inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All

Content is the sole responsibility of the person who originated such Content. We may not monitor or

control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example,

copyright or trademark violations, impersonation, unlawful conduct, or harassment. Information

regarding specific policies and the process for reporting or appealing violations can be found in our

help center (https://support.twitter.com/articles/15789#specific-violations and

https://support.twitter.com/articles/15790).

If you believe that your Content has been copied in a way that constitutes copyright infringement,

please report this by visiting our Copyright reporting form (https://support.twitter.com/forms/dmca) or

contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: https://support.twitter.com/forms/dmca

Email: copyright@twitter.com

Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. What's

yours is yours — you own your Content (and your photos and videos are part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide,

non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process,

adapt, modify, publish, transmit, display and distribute such Content in any and all media or

distribution methods (now known or later developed). This license authorizes us to make your

Content available to the rest of the world and to let others do the same. You agree that this license

includes the right for Twitter to provide, promote, and improve the Services and to make Content

submitted to or through the Services available to other companies, organizations or individuals for

the syndication, broadcast, distribution, promotion or publication of such Content on other media and

services, subject to our terms and conditions for such Content use. Such additional uses by Twitter,

or other companies, organizations or individuals, may be made with no compensation paid to you

with respect to the Content that you submit, post, transmit or otherwise make available through the

Services.

Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the

Services. These rules exist to enable an open ecosystem with your rights in mind. You understand

that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by

us and our partners and/or make changes to your Content in order to adapt the Content to different

media. You represent and warrant that you have all the rights, power and authority necessary to

grant the rights granted herein to any Content that you submit.

4. Using the Services

Please review the <u>Twitter Rules</u>, which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or

governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

If you use developer features of the Services, including but not limited to Twitter for Websites

(https://dev.twitter.com/web/overview), Twitter Cards (https://dev.twitter.com/cards/overview), Public

API (https://dev.twitter.com/streaming/public), or Sign in with Twitter

(https://dev.twitter.com/web/sign-in), you agree to our Developer Agreement

(https://dev.twitter.com/overview/terms/agreement) and Developer Policy

(https://dev.twitter.com/overview/terms/policy). If you want to reproduce, modify, create derivative
works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the
Services or Content on the Services, you must use the interfaces and instructions we provide,
except as permitted through the Twitter Services, these Terms, or the terms provided on
dev.twitter.com.

If you use advertising features of the Services, you must agree to our <u>Twitter Master Services</u>

Agreement (https://ads.twitter.com/terms).

If you use commerce features of the Services that require credit or debit card information, such as our Buy Now feature, you agree to our Twitter Commerce Terms (https://support.twitter.com/articles/20171943).

Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to

opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Ending These Terms

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See

http://support.twitter.com/articles/15358-how-to-deactivate-your-account for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the <u>Twitter Rules</u>, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or

the next time you attempt to access your account, depending on the circumstances. In all such

cases, the Terms shall terminate, including, without limitation, your license to use the Services,

except that the following sections shall continue to apply: II, III, V, and VI. If you believe your

account was terminated in error you can file an appeal following the steps found in our help center

(https://support.twitter.com/forms/general?subtopic=suspended).

5. Limitations of Liability

By using the Services you agree that Twitter, its parents, affiliates, related companies, officers,

directors, employees, agents representatives, partners and licensors, liability is limited to the

maximum extent permissible in your country of residence.

6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most

current version of the Terms, which will always be at twitter.com/tos, will govern our relationship with

you. Other than for changes addressing new functions or made for legal reasons, we will notify you

30 days in advance of making effective changes to these Terms that impact the rights or obligations

of any party to these Terms, for example via a service notification or an email to the email

associated with your account. By continuing to access or use the Services after those revisions

become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that

provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions

of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of

these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter International Company, an Irish company

with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. If you

have any questions about these Terms, please contact us.

Effective: October 2, 2017

Archive of Previous Terms

Twitter Privacy Policy

Our Services instantly connect people everywhere to what's most meaningful to them. For example, any registered user of Twitter can send a Tweet, which is public by default, and can include a message of 140 characters or less and content like photos, videos, and links to other websites.

What you share on Twitter may be viewed all around the world instantly. You are what you Tweet!

This Privacy Policy describes how and when we collect, use, and share your information across our websites, SMS, APIs, email notifications, applications, buttons, embeds, ads, and <u>our other covered services</u> that link to this Policy (collectively, the "Services"), and from our partners and other third parties. For example, you send us information when you use our Services on the web, via SMS, or from an application such as Twitter for Mac, Twitter for Android, or TweetDeck. When using any of our Services you consent to the collection, transfer, storage, disclosure, and use of your information as described in this Privacy Policy. This includes any information you choose to provide that is deemed sensitive under applicable law.

When this policy mentions "we" or "us," it refers to the controller of your information under this policy. If you live in the United States, your information is controlled by Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you live outside the United States, the data controller responsible for your information is Twitter International Company, an Irish company with its registered office at One Cumberland Place, Fenian Street, Dublin 2 D02 AX07 Ireland. Despite this, you alone control and are responsible for the posting of your Tweets and other content you submit through the Services, as provided in the <u>Terms of Service</u> and <u>Twitter Rules</u>.

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States, Ireland, and any other country where we operate. In some of these countries, the privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our global operations and data transfer here.

If you have any questions or comments about this Privacy Policy, please submit a request through our form, available at https://support.twitter.com/forms/privacy.

Information Collection and Use

We collect and use your information below to provide, understand, and improve our Services.

Basic Account Information: If you choose to create a Twitter account, you must provide us with some personal information, such as your name, username, password, email address, or phone number. On Twitter, your name and username are always listed publicly, including on your profile page and in search results, and you can use either your real name or a pseudonym. You can create and manage multiple Twitter accounts. If you use <u>Digits by Twitter</u>, the contact information you provide to log in is not public. Some of our product features, such as searching and viewing public Twitter user profiles or watching a broadcast on Periscope's website, do not require you to create an account.

Contact Information: You may use your contact information, such as your email address or phone number, to customize your account or enable certain account features, for example, for Iogin verification or Twitter via SMS. If you provide us with your phone number, you agree to receive text messages to that number from us. We may use your contact information to send you information about our Services, to market to you, to help prevent spam, fraud, or abuse, and to help others find your account, including through third-party services and client applications. You may use your settings for <a href="mailto:email

Additional Information: You may choose to provide us with additional information to help improve and personalize your experience across our Services. For example, you may choose to upload and sync your address book so that we can help you find and connect with users you know or help other users find and connect with you. We may later personalize content, such as making suggestions or showing user accounts and Tweets for you and other users, based on

imported address book contacts. You can delete your imported address book contacts at any time by visiting your Contacts Dashboard at https://twitter.com/settings/contacts_dashboard. If you email us, we may keep your message, email address, and contact information to respond to your request. If you connect your account on our Services to your account on another service, the other service may send us information that you authorize for use in the Services. This information may enable cross-posting or otherwise help us improve the Services, and is deleted from our Services within a few weeks of your disconnecting from our Services your account on the other service.

Tweets, Following, Lists, Profile, and Other Public Information: Twitter is primarily designed to help you share information with the world. Most of the information you provide us through Twitter is information you are asking us to make public. You may provide us with profile information such as a short biography, your location, your website, date of birth, or a picture. Additionally, your public information includes the messages you Tweet; the metadata provided with Tweets, such as when you Tweeted and the client application you used to Tweet; information about your account, such as creation time, language, country, and time zone; and the lists you create, people you follow, Tweets you Like or Retweet, and Periscope broadcasts you click or otherwise engage with (such as by commenting or hearting) on Twitter. Twitter broadly and instantly disseminates your public information to a wide range of users, customers, and services, including search engines, developers, and publishers that integrate Twitter content into their services, and organizations such as universities, public health agencies, and market research firms that analyze the information for trends and insights. When you share information or content like photos, videos, and links via the Services, you should think carefully about what you are making public. We may use this information to make inferences, like what topics you may be interested in. Our default is almost always to make the information you provide through the Services public for as long as you do not delete it, but we generally give you settings or features, like protected Tweets, to make the information more private if you want. For certain profile information fields we provide you with visibility settings to select who can see this information in your profile. If you provide us with profile information and you don't see a visibility setting, that information is public. You can change the language and time zone associated with your account at any time using your account settings, available at https://twitter.com/settings/account.

Direct Messages and Non-Public Communications: We provide certain features that allow you to communicate more privately. For example, you can use Direct Messages to have private conversations with other Twitter users. When you privately communicate with others through our

Services, such as by sending and receiving Direct Messages, we will store and process your communications, and information related to them. Please note that if you interact with public Twitter content shared with you via Direct Message, for instance by liking a Tweet shared via Direct Message, those interactions may be public. When you use features like Direct Messages to communicate privately, please remember that recipients may copy, store, and re-share the contents of your communications.

Location Information: We may receive information about your location. For example, you may choose to publish your location in your Tweets and in your Twitter profile. You may also tell us your location when you set your trend location on Twitter.com. We may also determine location by using other data from your device, such as precise location information from GPS, information about wireless networks or cell towers near your mobile device, or your IP address. We may use and store information about your location to provide features of our Services, such as allowing you to Tweet with your location, and to improve and customize the Services, for example, with more relevant content like local trends, stories, ads, and suggestions for people to follow. Learn more about our use of location here, and how to set your location preferences here.

Links: We may keep track of how you interact with links across our Services, including our email notifications, third-party services, and client applications, by redirecting clicks or through other means. We do this to help improve our Services, to provide more relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on. Links, Tweets, and non-public communications like Direct Messages shared on the Services will be processed and links shortened to a http://t.co link.

Cookies: Like many websites, we use cookies and similar technologies to collect additional website usage data and to improve our Services, but we do not require cookies for many parts of our Services such as searching and looking at public user profiles. A cookie is a small data file that is transferred to your computer or mobile device. We may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to customize and improve our Services. Although most web browsers automatically accept cookies, some browsers' settings can be modified to decline cookies or alert you when a website is attempting to place a cookie on your computer. However, some Services may not function properly if you disable cookies. You can control how we personalize your Twitter experience and ads by using your Personalization and Data settings, which are available at https://twitter.com/personalization

whether or not you have a Twitter account. We respond to these settings rather than the Do Not Track browser option, which we no longer support. Learn more about how we use cookies and similar technologies here.

Using Our Services: We receive information when you view content on or otherwise interact with our Services, even if you have not created an account ("Log Data"). For example, when you visit our websites, sign into our Services, interact with our email notifications, use your account to authenticate to a third-party website, application, or service, or visit a third-party website, application, or service that includes Twitter content, we may receive information about you. This Log Data may include your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device information (including device and application IDs), search terms, or cookie information. We also receive Log Data when you click on, view or interact with links on our Services, including links to third-party applications, such as when you choose to install another application through Twitter. We use Log Data to make inferences, like what topics you may be interested in, and to customize the content we show you, including ads. You can learn about the interests we have inferred about you from your activity on and off of Twitter in Your Twitter Data, available at https://twitter.com/your_twitter_data. We keep Log Data as needed for the purposes described in this Privacy Policy. We will either delete Log Data or remove any common account identifiers, such as your username, full IP address, email address, or phone number, after a maximum of 18 months, if not sooner.

Twitter for Web Data: We may personalize the Services for you based on your visits to third-party websites that integrate Twitter content such as embedded timelines or Tweet buttons. When you view our content on these websites, we may receive Log Data that includes the web page you visited. We never associate this web browsing history with your name, email address, phone number, or Twitter handle, and we delete, obfuscate, or aggregate it after no longer than 30 days. We may use interests or other information that we derive from this data to improve our Services and personalize content for you, such as suggestions for people to follow, advertising, and other content you may be interested in. You can see and control interests that we use to personalize your experience in Your Twitter Data, available at https://twitter.com/your_twitter_data. You can also control whether we keep track of your visits to websites with Twitter content by using your Personalization and Data settings, available at https://twitter.com/personalization.

Advertising: Our Services are supported by advertising. We may use the information described in this Privacy Policy to help make our advertising more relevant to you, to measure its

effectiveness, and to help recognize your devices to serve you ads on and off of Twitter. We do not use the content you share privately in Direct Messages to serve you ads. Our Twitter Ads Policy also prohibits advertisers from targeting ads based on categories we consider sensitive, such as race, religion, politics, sex life, or health. Twitter adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising (also referred to as "interest-based advertising"). If you prefer, you can opt out of interest-based advertising by unchecking Personalize Ads in your Personalization and Data settings, available at https://twitter.com/personalization or through the DAA's consumer choice tool at https://optout.aboutads.info. We will not use information from the browser (and for logged in users, the account) on which you opt out for interest-based advertising, and that browser or account will not be eligible to receive interest-based ads from Twitter. Learn more about your privacy options for interest-based ads here and about how ads work on our Services here.

Third-Parties and Affiliates: We may receive information about you from third parties, such as other Twitter users, partners (including ad partners), or our corporate affiliates. For example, other users may share or disclose information about you, such as when they mention you, share a photo of you, or tag you in a photo. Your privacy settings control who can tag you in a photo. Our ad partners and affiliates may share information with us such as a browser cookie ID, mobile device ID, or cryptographic hash of an email address, as well as demographic or interest data and content viewed or actions taken on a website or app. Our ad partners, particularly our advertisers, may enable us to collect similar information directly from their website or app by integrating our advertising technology.

Personalizing Across Your Devices: When you log into your account with a browser or device, we will associate that browser or device with your account for purposes such as authentication and personalization. Depending on your settings, we may also personalize your experience on, and based on information from, other browsers or devices besides the ones you use to log into Twitter. For example, if you visit websites with sports content on your laptop, we may show you sports-related ads on Twitter for Android. You can control whether we link your account to browsers or devices other than the ones you use to log into Twitter (or if you're logged out, whether we link the browser or device you're currently using to any other devices) through your Personalization and Data settings, available at https://twitter.com/personalization.

Information Sharing and Disclosure

We do not disclose your private personal information except in the limited circumstances described here.

User Consent or Direction: We may share or disclose your information at your direction, such as when you authorize a third-party web client or application to access your account or when you direct us to share your feedback with a business. When you use Digits by Twitter to sign up for or log in to a third-party application, you are directing us to share your contact information, such as your phone number, with that application. If you've shared information, like Direct Messages or protected Tweets, with another user who accesses Twitter through a third-party service, keep in mind that the information may be shared with the third-party service.

Service Providers: We engage service providers to perform functions and provide services to us in the United States, Ireland, and other countries. For example, we use a variety of third-party services to help provide our Services, such as hosting our various blogs and wikis, and to help us understand and improve the use of our Services, such as Google Analytics. We may share your private personal information with such service providers subject to obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions. We share your payment information, including your credit or debit card number, card expiration date, CVV code, and billing address with payment services providers to process payments; prevent, detect and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit or debit cards.

Law and Harm: Notwithstanding anything to the contrary in this Privacy Policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation, <u>legal process</u>, or <u>governmental request</u>; to protect the safety of any person; to address fraud, security or technical issues; or to protect our or our users' rights or property. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

Business Transfers and Affiliates: In the event that we are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. This Privacy Policy will apply to your information as transferred to the new

entity. We may also disclose information about you to our <u>corporate affiliates</u> in order to help provide, understand, and improve our Services and our affiliates' services, including the delivery of ads.

Public Information: We may share or disclose your public information, such as your public user profile information, public Tweets, or the people you follow or that follow you. Remember: your privacy and visibility settings control whether your Tweets and certain profile information are made public. Other information, like your name and username, is always public on Twitter, unless you delete your account, as described below.

Non-Personal, Aggregated, or Device-Level Information: We may share or disclose non-personal, aggregated, or device-level information such as the total number of times people engaged with a Tweet, the number of users who clicked on a particular link or voted on a poll in a Tweet (even if only one did), the characteristics of a device or its user when it is available to receive an ad, the topics that people are Tweeting about in a particular location, or aggregated or device-level reports to advertisers about users who saw or clicked on their ads. This information does not include your name, email address, phone number, or Twitter handle. We may, however, share non-personal, aggregated, or device-level information through partnerships with entities that may use data in their possession (including data you may have given them) to link your name, email address, or other personal information to the information we provide them. These partnerships require that they get your consent before doing so. You can control whether Twitter shares your information under these partnerships by using your Personalization and Data settings, available at https://twitter.com/personalization.

Accessing and Modifying Your Personal Information

If you are a registered user of our Services, we provide you with tools and <u>account settings</u> to access, correct, delete, or modify the personal information you provided to us and associated with your account. You can download certain account information, including your Tweets, by following the instructions <u>here</u>. You can learn more about the interests we have inferred about you in Your Twitter Data and request access to additional information here.

You can also permanently delete your Twitter account. If you follow the instructions <u>here</u>, your account will be deactivated and then deleted. When deactivated, your account, including your

name, username, and public profile, is not viewable on Twitter.com. For up to 30 days after deactivation it is still possible to restore your account if it was accidentally or wrongfully deactivated. Absent a separate arrangement between you and us to extend your deactivation period, after 30 days, we begin the process of deleting your account from our systems, which can take up to a week.

Keep in mind that search engines and other third parties may still retain copies of your public information, like your user profile information and public Tweets, even after you have deleted the information from the Twitter Services or deactivated your account. Learn more here.

Our Global Operations

To bring you the Services, we operate globally. Twitter, Inc. complies with the EU-US and Swiss-US Privacy Shield principles (the "Principles") regarding the collection, use, sharing, and retention of personal information from the European Union and Switzerland, as described in our EU-US Privacy Shield certification and Swiss-US Privacy Shield certification.

If you have a Privacy Shield-related complaint, please contact us here. As part of our participation in Privacy Shield, if you have a dispute with us about our adherence to the Principles, we will seek to resolve it through our internal complaint resolution process, alternatively through the independent dispute resolution body JAMS, and under certain conditions, through the Privacy Shield arbitration process.

Privacy Shield participants are subject to the investigatory and enforcement powers of the US Federal Trade Commission and other authorized statutory bodies. Under certain circumstances, participants may be liable for the transfer of personal information from the EU or Switzerland to third parties outside the EU and Switzerland. Learn more about the EU-US Privacy Shield and Swiss-US Privacy Shield here.

Changes to this Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our use of your information and will always be at https://twitter.com/privacy. If we make a

change to this policy that, in our sole discretion, is material, we will notify you via an <u>@Twitter</u> update or email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Effective: June 18, 2017

Archive of Previous Privacy Policies

Thoughts or questions about this Privacy Policy? Please, let us know by contacting us <u>here</u> or writing to us at the appropriate address below.

For accounts based in the United States:

Twitter, Inc.

Attn: Privacy Policy Inquiry 1355 Market Street, Suite 900 San Francisco, CA 94103

For accounts outside the United States:

Twitter International Company

Attn: Privacy Policy Inquiry

One Cumberland Place, Fenian Street

Dublin 2, D02 AX07 IRELAND

The Twitter Rules

We believe that everyone should have the power to create and share ideas and information instantly, without barriers. In order to protect the experience and safety of people who use Twitter, there are some limitations on the type of content and behavior that we allow. All users must adhere to the policies set forth in the Twitter Rules. Failure to do so may result in the temporary locking and/or permanent suspension of account(s).

Please note that we may need to change these rules from time to time and reserve the right to do so. The most current version will always be available at twitter.com/rules.

Content Boundaries and Use of Twitter

In order to provide the Twitter service and the ability to communicate and stay connected with others, there are some limitations on the type of content that can be published with Twitter.

- <u>Trademark</u>: We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames. Accounts using business names and/or logos to mislead others may be permanently suspended.
- <u>Copyright</u>: We will respond to clear and complete notices of alleged copyright infringement. Our copyright procedures are set forth in the Terms of Service.
- Graphic content: You may not use pornographic or excessively violent media in your
 profile image or header image. Twitter may allow some forms of graphic content in
 Tweets marked as <u>sensitive media</u>. When content crosses the line into gratuitous
 images of death, Twitter may ask that you remove the content out of respect for the
 deceased.
- **Unlawful use**: You may not use our service for any unlawful purposes or in furtherance of illegal activities. International users agree to comply with all local laws regarding online conduct and acceptable content.
- **Misuse of Twitter badges**: You may not use badges, such as but not limited to the "promoted" or "verified" Twitter badge, unless provided by Twitter. Accounts using these badges as part of profile photos, header photos, or in a way that falsely implies affiliation with Twitter, may be suspended.

Abusive Behavior

We believe in freedom of expression and in speaking truth to power, but that means little as an underlying philosophy if voices are silenced because people are afraid to speak up. In order to ensure that people feel safe expressing diverse opinions and beliefs, we do not tolerate behavior that crosses the line into abuse, including behavior that harasses, intimidates, or uses fear to silence another user's voice.

Any accounts and related accounts engaging in the activities specified below may be temporarily locked and/or subject to permanent suspension.

- **Violent threats (direct or indirect)**: You may not make threats of violence or promote violence, including threatening or promoting terrorism.
- Harassment: You may not incite or engage in the targeted abuse or harassment of others. Some of the factors that we may consider when evaluating abusive behavior include:
 - if a primary purpose of the reported account is to harass or send abusive messages to others;
 - o if the reported behavior is one-sided or includes threats;
 - if the reported account is inciting others to harass another account; and
 - if the reported account is sending harassing messages to an account from multiple accounts.
- Hateful conduct: You may not promote violence against or directly attack or threaten
 other people on the basis of race, ethnicity, national origin, sexual orientation, gender,
 gender identity, religious affiliation, age, disability, or disease. We also do not allow
 accounts whose primary purpose is inciting harm towards others on the basis of these
 categories.
- **Multiple account abuse**: Creating multiple accounts with overlapping uses or in order to evade the temporary or permanent suspension of a separate account is not allowed.
- Private information: You may not publish or post other people's private and confidential
 information, such as credit card numbers, street address, or Social Security/National
 Identity numbers, without their express authorization and permission. In addition, you
 may not post intimate photos or videos that were taken or distributed without the
 subject's consent. Read more about our private information policy here.
- **Impersonation**: You may not impersonate others through the Twitter service in a manner that is intended to or does mislead, confuse, or deceive others. Read more about our impersonation policy here.
- Self-harm: You may encounter someone considering suicide or self harm on Twitter.
 When we receive reports that a person is threatening suicide or self harm, we may take
 a number of steps to assist them, such as reaching out to that person expressing our
 concern and the concern of other users on Twitter or providing resources such as
 contact information for our mental health partners.

Spam

We strive to protect people on Twitter from technical abuse and spam. Any accounts engaging in the activities specified below may be temporarily locked or subject to permanent suspension.

- <u>Username squatting</u>: You may not engage in username squatting. Accounts that are
 inactive for more than six months may also be removed without further notice. Some of
 the factors we take into consideration when determining what conduct is considered to
 be username squatting are:
 - the number of accounts created;

- creating accounts for the purpose of preventing others from using those account names;
- creating accounts for the purpose of selling those accounts; and
- using feeds of third-party content to update and maintain accounts under the names of those third parties.
- **Invitation spam**: You may not use twitter.com's address book contact import to send repeat, mass invitations.
- **Selling usernames**: You may not buy or sell Twitter usernames.
- **Malware/Phishing**: You may not publish or link to malicious content intended to damage or disrupt another person's browser or computer or to compromise a person's privacy.
- **Spam**: You may not use the Twitter service for the purpose of spamming anyone. What constitutes "spamming" will evolve as we respond to new tricks and tactics by spammers. Some of the factors that we take into account when determining what conduct is considered to be spamming are:
 - if you have followed and/or unfollowed large amounts of accounts in a short time period, particularly by automated means (aggressive following or follower churn);
 - if you repeatedly follow and unfollow people, whether to build followers or to garner more attention for your profile;
 - o if your updates consist mainly of links, and not personal updates;
 - o if a large number of people are blocking you;
 - o if a large number of spam complaints have been filed against you;
 - if you post duplicate content over multiple accounts or multiple duplicate updates on one account;
 - if you post multiple unrelated updates to a topic using #, trending or popular topic, or promoted trend;
 - o if you send large numbers of duplicate replies or mentions;
 - o if you send large numbers of unsolicited replies or mentions;
 - o if you add a large number of unrelated users to lists;
 - o if you repeatedly create false or misleading content;
 - if you are randomly or aggressively following, liking, or Retweeting Tweets;
 - if you repeatedly post other people's account information as your own (bio, Tweets, URL, etc.);
 - if you post misleading links (e.g. affiliate links, links to malware/clickjacking pages, etc.);
 - if you are creating misleading accounts or account interactions;
 - if you are selling or purchasing account interactions (such as selling or purchasing followers, Retweets, likes, etc.); and
 - if you are using or promoting third-party services or apps that claim to get you
 more followers (such as follower trains, sites promising "more followers fast", or
 any other site that offers to automatically add followers to your account).

See our support articles on Following rules and best practices and Automation rules and best practices for more detailed information about how the Rules apply to those particular account behaviors. Accounts created to replace suspended accounts will be permanently suspended. Accounts under investigation may be removed from search for quality. Twitter reserves the right to immediately terminate your account without further notice in the event that, in its judgment, you violate these Rules or the Terms of Service.