



# About the Twitter Experiments Program

Thank you for taking the time to participate in and provide us feedback through the Twitter Experiments Program. Before you get started, please read the full agreement below.

## Overview

- By participating in this program, you'll get access to experimental versions of Twitter applications for mobile devices, such as the Twitter for Android or Twitter for iOS app.
- We may show you confidential, yet to be released products or features and you must be willing to **keep those secret**.
- You'll be **volunteering** to help out Twitter and will not be paid.
- You can stop participating in the program at any time and Twitter may stop operating the program or cancel your participation in the program at any time.

## Terms and Conditions

Twitter, Inc. ("Twitter") has designed and developed a "Twitter Mobile Application Testing Program" ("Twitter Experiments Program" which encompasses the programs previously known as the "Twitter for Android Experiment Alpha Program or "Twitter for Android Experiment Program") to, among other things, allow a limited number of people to download test versions of Twitter applications for mobile devices (the "Experimental Software"), such as the "Twitter for Android" or "Twitter for iOS" application, and to provide feedback and comments to Twitter through an email form regarding use of such applications. By joining the Twitter Experiments Program, you agree to be bound by the terms and conditions set forth below (the "Agreement").

### 1. Third-Party Services

In order to participate in the Twitter Experiments Program, you may be required to register for third-party services, such as Apple's TestFlight, Google Groups, or Crashlytics, and your Feedback will be submitted to Twitter through the email service provider that you have connected to your device. You may be required to separately agree to additional terms and

policies, such as the Google Terms of Service (<https://help.twitter.comhttps://www.google.com/intl/en/policies/terms/>) and Privacy Policy (<https://help.twitter.comhttps://www.google.com/intl/en/policies/privacy/>) and Apple's TestFlight Terms and Conditions (<https://help.twitter.comhttps://www.apple.com/legal/internet-services/itunes/testflight/sren/terms.html>) and Privacy Policy (<https://help.twitter.comhttps://www.apple.com/privacy/>), that apply to these third-party services. Twitter is not responsible for any loss, injury, claim, liability, or damage related to your use of any third-party site linked to through the Twitter Experiments Program, whether from errors or omissions in the content of those third-party sites, errors in downloading the Experimental Software or from the third-party sites being down. The inclusion of any third-party link in this Agreement is not intended to state or imply that Twitter sponsors or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be referenced in the Twitter Experiments Program.

## 2. Your Feedback

By enrolling in the Twitter Experiments Program you will have the ability to: (a) download, test, evaluate, and analyze the Experimental Software (b) and provide feedback, analysis, suggestions, and comments to Twitter (including, but not limited to, bug reports, and test results) (collectively, "Feedback") through an email form. When you submit Feedback, Twitter will automatically collect certain information, such as your username, the email address you use to submit the Feedback, and information about your device, network connectivity, and Twitter app information. You will also be able to include other details in the email form, such as a summary and auto-generated screenshot. The Feedback you provide will be accessible to, and may be reviewed by, the Twitter Experiments Program team and Twitter developers. Please do not include personal information in your Feedback submission.

By participating in the Twitter Experiments Program, you agree that any Feedback you provide will become the property of Twitter and you agree that Twitter may use or otherwise exploit all or part of your feedback or any derivative thereof in any manner or media now known without any further remuneration, compensation or credit to you. You represent and warrant that you have right to enter into this Agreement and assign and grant the rights set forth herein, and that any Feedback which is provided by you hereunder is original work made solely by you and does not infringe any third party intellectual property rights.

## 3. Confidentiality

Confidential Information. The Twitter Experiments Program is designed to assist Twitter in researching, analyzing and validating the usability and reliability of certain prospective product features (collectively, the "Purpose"). Twitter may disclose to you certain information (tangible or intangible) that you agree to treat as Confidential Information as set forth below.

Definition. “Confidential Information” means all information disclosed by Twitter, including, without limitation, documents, designs, techniques, specifications, product plans, strategic information, existing or prospective business plans, existing or prospective product study or pilot test objectives and/or results, and other information related to the Purpose. Consistent with the foregoing, Twitter may also disclose Confidential Information related to certain unreleased and experimental product features or plans.

Obligations Regarding Confidential Information. You agree to: (a) use Confidential Information only for the Purpose; (b) not disclose Confidential Information to any third parties (including the sharing of unreleased/experimental product images); and (c) use the same degree of care, but no less than a reasonable degree of care (including reasonable security measures), to prevent the unauthorized use, dissemination or publication of Confidential Information as you would use to protect your own confidential information of like nature.

Remedies. You agree that any breach of this Agreement by you may result in irreparable harm to Twitter, for which damages would be an inadequate remedy and therefore, in addition to its rights and remedies otherwise available at law, Twitter shall be entitled to seek equitable relief, including injunction, in the event of such breach.

#### **4. No Compensation or Employment**

You acknowledge that you are participating in the Twitter Experiments Program on a purely voluntary basis, as a means of assisting, and in consideration of the opportunity to assist Twitter to use, implement, and understand various facets of the Experimental Software. Twitter makes no guarantee or representation as to whether or not your Feedback regarding the Experimental Software will be used, and you understand and acknowledge that Twitter will not compensate you for your participation in the Twitter Experiments Program. Furthermore, you acknowledge and agree that nothing in this Agreement or in your voluntary submission of Feedback creates any employment relationship between you and Twitter.

#### **5. Term and Termination**

You may, in your sole discretion, discontinue your participation in the Twitter Experiments Program at any time. Our ownership of your already submitted Feedback continues after termination of this Agreement, as do your confidentiality obligations and the various limitations on Twitter's liability.

Twitter may, in its sole discretion, at any time, terminate or discontinue the Twitter Experiments Program, discontinue your participation in the Twitter Experiments Program, or remove your Feedback. You acknowledge and agree that all such decisions by Twitter are final and Twitter will have no liability with respect to such decisions.

#### **6. Notices**

Unless otherwise set forth in this Agreement, Twitter may give general notices to you by posting on any Twitter web site (e.g., twitter.com) and, where possible, by electronic mail to your email address.

## **7. No Warranty from Twitter**

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE TWITTER EXPERIMENTS PROGRAM IS AT YOUR OWN RISK. THE TWITTER EXPERIMENTS PROGRAM IS AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TWITTER EXPRESSLY DISCLAIMS ON ITS OWN BEHALF AND ON BEHALF OF ITS EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, OR CONTRACTORS ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION (i) ANY WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE OPERATION OF THE TWITTER EXPERIMENTS PROGRAM, THE AVAILABILITY, ACCURACY OR CONTENT OF ANY INFORMATION, SERVICES, OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH THE TWITTER EXPERIMENTS PROGRAM, THE EXPERIMENTAL SOFTWARE, TWITTER, AND/OR THE TWITTER WEB SITE OR ANY RESULTS OBTAINED THROUGH THE USE THEREOF, AND (ii) THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

## **8. Limitations of Liability**

IN NO EVENT SHALL TWITTER, ITS EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, OR CONTRACTORS BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, COST OF COVER WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF TWITTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN ANY EVENT, TWITTER'S, ITS EMPLOYEES', AGENTS', ATTORNEYS', CONSULTANTS' OR CONTRACTORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL BE STRICTLY LIMITED TO \$100.00. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. You acknowledge that Twitter has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

## **9. Entire Agreement**

These Terms, the Twitter Terms of Service

(<https://help.twitter.comhttps://twitter.com/en/tos>), the Twitter Rules

(<https://help.twitter.com/en/rules-and-policies/twitter-rules>) and our Privacy Policy

(<https://help.twitter.comhttps://twitter.com/en/privacy>) are the entire and exclusive

agreement of the parties regarding the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between you and Twitter. Twitter may modify the terms of this Agreement at any time upon notice published on the Twitter Help Center web site. Your continued participation in the Twitter Experiments Program after such notice shall be deemed to be continued acceptance of this Agreement including its amendments and modifications.

Effective: October 10, 2017