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Developer terms

Developer Agreement and Policy

Effective: May 25, 2018.

This Twitter Developer Agreement (“**Agreement**”) is made between you (either an individual or an entity, referred to herein as “**you**”) and Twitter, Inc. and Twitter International Company (collectively, “**Twitter**”) and governs your access to and use of the Licensed Material (as defined below). Your use of Twitter’s websites, SMS, APIs, email notifications, applications, buttons, embeds, ads, and our other covered services is governed by our general Terms of Service and Privacy Policy.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY, INCLUDING WITHOUT LIMITATION ANY LINKED TERMS AND CONDITIONS APPEARING OR REFERENCED BELOW, WHICH ARE HEREBY MADE PART OF THIS LICENSE AGREEMENT. BY USING THE LICENSED MATERIAL, YOU ARE AGREEING THAT YOU HAVE READ, AND THAT YOU AGREE TO COMPLY WITH AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL APPLICABLE LAWS AND REGULATIONS IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR OTHERWISE USE THE LICENSED MATERIAL. THIS AGREEMENT IS EFFECTIVE AS OF THE FIRST DATE THAT YOU USE THE LICENSED MATERIAL ("**EFFECTIVE DATE**").

IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY. YOU MAY NOT USE THE LICENSED MATERIAL AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH TWITTER, OR YOU ARE BARRED FROM USING OR RECEIVING THE LICENSED MATERIAL UNDER APPLICABLE LAW.

I. Twitter API and Twitter Content

A. Definitions

1. **Twitter Content** – Tweets, Tweet IDs, Twitter end user profile information, Periscope Broadcasts, Broadcast IDs and any other data and information made available to you through the Twitter API or by any other means authorized by Twitter, and any copies and derivative works thereof.
2. **Broadcast ID** - A unique identification number generated for each Periscope Broadcast.
3. **Developer Site** – Twitter’s developer site located at </content/developer-twitter>.
4. **End Users** – Users of your Services.
5. **Licensed Material** – A collective term for the Twitter API and Twitter Content.
6. **Periscope Broadcast** - A live or on-demand video stream that is publicly displayed on Twitter Services and is generated by a user via Twitter’s Periscope Producer feature (as set forth at <https://help.periscope.tv/customer/en/portal/articles/2600293> (<https://help.periscope.tv/customer/en/portal/articles/2600293-what-is-periscope-producer>)).
7. **Services** – Your websites, applications and other offerings that display Twitter Content or otherwise use the Licensed Material as approved by Twitter through any onboarding process.
8. **Tweet ID** – A unique identification number generated for each Tweet.
9. **Tweet** – a short-form text and/or multimedia-based posting made on Twitter Services.
10. **Direct Message** - A text and/or multimedia-based posting that is privately sent on Twitter Services by one end user to one or more specific end user(s).
11. **Twitter API** – The Twitter Application Programming Interface (“**API**”), Software Development Kit (“**SDK**”) and/or the related documentation, data, code, and other materials provided by Twitter with the API, as updated from time to time, including without limitation through the Developer Site.
12. **Twitter Marks** – The Twitter name, trademarks, and logos that Twitter makes available to you, including via the Developer Site.
13. **Twitter Services** – Twitter’s offerings and platforms, including without limitation, those offered via <https://twitter.com> (<https://twitter.com/>) and Twitter’s mobile applications.

B. License from Twitter. Subject to the terms and conditions in this Agreement (as a condition to the grant below), Twitter hereby grants you and you accept a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable license solely to:

1. Use the Twitter API to integrate Twitter Content into your Services or conduct analysis of such Twitter Content;
2. Copy a reasonable amount of and display the Twitter Content on and through your Services to End Users, as permitted by this Agreement;
3. Modify Twitter Content only to format it for display on your Services; and
4. Use and display Twitter Marks, solely to attribute Twitter's offerings as the source of the Twitter Content, as set forth herein.

C. License to Twitter You hereby grant Twitter and Twitter accepts a non-exclusive, royalty free, non-transferable, non-sublicensable revocable license to access, index, and cache by any means, including web spiders and/or crawlers, any webpage on which you display Twitter Content using embedded Tweets

(<https://dev.twitter.com/web/embedded-tweets>) or embedded timelines

(<https://dev.twitter.com/web/embedded-timelines>).

D. Incorporated Terms. Your use of the Licensed Material is further subject to and governed by the following terms and conditions:

1. the Twitter Developer Policy located at </en/developer-terms/policy>. (“**Developer Policy**”);
2. as it relates to your display of any of the Twitter Content, the Display Requirements located at </en/developer-terms/display-requirements> (“**Display Requirements**”);
3. as it relates to your use and display of the Twitter Marks, the Twitter Brand Assets and Guidelines located at <https://twitter.com/logo> and <https://www.periscope.tv/trademarkpolicy> (<https://www.periscope.tv/trademarkpolicy>) (“**Brand Guidelines**”); and
4. as it relates to taking automated actions on your account, the Automation Rules located at <https://support.twitter.com/articles/76915> (<https://help.twitter.com/en/rules-and-policies/twitter-automation>) (“**Automation Rules**”).

The Developer Policy, Display Requirements, Brand Guidelines, and Automation Rules are collectively referred to herein as the “**Developer Terms**”. You agree to the Developer Terms, which are hereby incorporated by reference and are available in hardcopy upon request to Twitter. In the event of a conflict between the Developer Terms and this Agreement, this Agreement shall control. None of the Developer Terms expand or extend the license to the Twitter API, Twitter Content or Twitter Marks granted in this Agreement.

II. Restrictions on Use of Licensed Materials

1. **Reverse Engineering and other Limitations.** You will not or attempt to (and will not allow others to) 1) reverse engineer, decompile, disassemble or translate the Twitter API, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Twitter API or any portion thereof; 2) interfere with, modify, disrupt or disable features or functionality of the Twitter API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Twitter API; 3) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Licensed Material to any third party except as expressly permitted herein; 4) provide use of the Twitter API on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the Twitter API or "frame" or "mirror" the Twitter API on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the Twitter API; or 5) use the Licensed Material for any illegal, unauthorized or other improper purposes.
2. **Rate Limits.** You will not attempt to exceed or circumvent limitations on access, calls and use of the Twitter API ("**Rate Limits**"), or otherwise use the Twitter API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Agreement. If you exceed or Twitter reasonably believes that you have attempted to circumvent Rate Limits, controls to limit use of the Twitter APIs or the terms and conditions of this Agreement, then your ability to use the Licensed Materials may be temporarily suspended or permanently blocked. Twitter may monitor your use of the Twitter API to improve the Twitter Service and to ensure your compliance with this Agreement and Developer Terms.
3. **Geographic Data.** Your license to use Twitter Content in this Agreement does not allow you to (and you will not allow others to) aggregate, cache, or store location data and other geographic information contained in the Twitter Content, except in conjunction with the Twitter Content to which it is attached. Your license only allows you to use such location data and geographic information to identify the location tagged by the Twitter Content. Any use of location data or geographic information on a standalone basis or beyond the license granted herein is a breach of this Agreement.

4. **Use of Twitter Marks.** The Twitter Marks may not be included in or as part of your registered corporate name, any of your logos, or any of your service or product names. Moreover, you may not create any derivative works of the Twitter Marks or use the Twitter Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship, or association with Twitter. You will not otherwise use business names and/or logos in a manner that can mislead, confuse, or deceive users of your Services. All use of the Twitter Marks and all goodwill arising out of such use, will inure to Twitter's benefit. You shall not use the Twitter Marks except as expressly authorized herein without Twitter's prior consent. You will not remove or alter any proprietary notices or Twitter Marks on the Licensed Material.
5. **Security.** You will maintain the security of the Twitter API and will not make available to a third party, any token, key, password or other login credentials to the Twitter API. You will use industry standard security measures to prevent unauthorized access or use of any of the features and functionality of the Twitter API, including access by viruses, worms, or any other harmful code or material. Additionally, you will keep Twitter Content (including, where applicable, personal data) confidential and secure from unauthorized access by using industry-standard organizational and technical safeguards for such data, and with no less care than it uses in connection with securing similar data you store. You will immediately notify Twitter consult and cooperate with investigations, assist with any required notices, and provide any information reasonably requested by Twitter if you know of or suspects any breach of security or potential vulnerability related to the Licensed Material and will promptly remedy such breach or potential vulnerability resulting from Your access to the Licensed Material.

III. Updates

You acknowledge that Twitter may update or modify the Twitter APIs from time to time, and at its sole discretion (in each instance, an “**Update**”). You are required to implement and use the most current version of the Twitter API and to make any changes to your Services that are required as a result of such Update, at your sole cost and expense. Updates may adversely affect the manner in which your Services access or communicate with the Twitter API or display Twitter Content. Your continued access or use of the Twitter APIs following an update or modification will constitute binding acceptance of the Update.

IV. Ownership and Feedback

1. **Ownership.** The Licensed Material is licensed, not sold, and Twitter retains and reserves all rights not expressly granted in this Agreement. You expressly acknowledge that Twitter, its licensors and its end users retain all worldwide right, title and interest in and to the Licensed Material, including all rights in patents, trademarks, trade names, copyrights, trade secrets, know-how, data (including all applications therefor), and all proprietary rights under the laws of the United States, any other jurisdiction or any treaty ("**IP Rights**"). You agree not to do anything inconsistent with such ownership, including without limitation, challenging Twitter's ownership of the Twitter Marks, challenging the validity of the licenses granted herein, or otherwise copying or exploiting the Twitter Marks during or after the termination of this Agreement, except as specifically authorized herein. If you acquire any rights in the Twitter Marks or any confusingly similar marks, by operation of law or otherwise, you will, at no expense to Twitter, immediately assign such rights to Twitter.
2. **Feedback.** You may provide Twitter with comments concerning the Licensed Material, Services or your evaluation and use thereof (collectively, "**Feedback**"). You hereby grant Twitter all rights, title and ownership of such Feedback (including all intellectual property rights therein), and Twitter may use the Feedback for any and all commercial and non-commercial purposes with no obligation of any kind to you.

V. Termination

Twitter may immediately terminate or suspend this Agreement, any rights granted herein, and/or your license to the Licensed Materials, at its sole discretion at any time, for any reason by providing notice to you. You may terminate this Agreement at any time by ceasing your access to the Twitter API and use of all Twitter Content. Upon termination of this Agreement, (a) all licenses granted herein immediately expire and you must cease use of all Licensed Materials; and (b) you shall permanently delete all Licensed Material and Twitter Marks in all forms and types of media, and copies thereof, in your possession. The parties to this Agreement will not be liable to each other for any damages resulting solely from termination of this Agreement as permitted under this Agreement. Sections II, IV, V, VI and VII of this Agreement will survive the termination of this Agreement.

VI. Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the Licensed Material ("**Confidential Information**"), which is confidential and proprietary to Twitter. You may use this Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not

disclose any of this Confidential Information to any third party without Twitter's prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

VII. Other Important Terms

- 1. User Protection.** Twitter Content, and information derived from Twitter Content, may not be used by, or knowingly displayed, distributed, or otherwise made available to:
1. any public sector entity (or any entities providing services to such entities) for surveillance purposes, including but not limited to:
 1. investigating or tracking Twitter's users or their Twitter Content; and,
 2. tracking, alerting, or other monitoring of sensitive events (including but not limited to protests, rallies, or community organizing meetings);
 2. any public sector entity (or any entities providing services to such entities) whose primary function or mission includes conducting surveillance or gathering intelligence;
 3. any entity for the purposes of conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with our users' reasonable expectations of privacy;
 4. any entity to target, segment, or profile individuals based on health (including pregnancy), negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by law;
 5. any entity that you reasonably believe will use such data to violate the Universal Declaration of Human Rights (located at <http://www.un.org/en/documents/udhr/> (<https://www.un.org/en/universal-declaration-human-rights/index.html>)), including without limitation Articles 12, 18, or 19.

If law enforcement personnel request information from you about Twitter or its users for the purposes of an ongoing investigation, you must refer them to Twitter's Guidelines for Law Enforcement located at <https://t.co/le> (<https://t.co/le>).

2. Additional Terms for Permitted Government Use. The Twitter API and Twitter Content are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Twitter API or Twitter Content by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. If you use the Twitter API or Twitter Content in your official capacity as an employee or representative of a U.S., state or local government entity and you are legally unable to accept the indemnity, jurisdiction, venue or other clauses herein, then those clauses do not apply to such entity, but only to the extent as required by applicable law. For the purpose of this provision, contractor/manufacturer is Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, California 94103.

3. **Data Protection.** Twitter International Company (“**TIC**”), an Irish registered company, controls some of the Twitter Content, as set forth in the Twitter Privacy Policy (<https://www.twitter.com/privacy> (<https://twitter.com/en/privacy>)), and has authorized Twitter to license such Twitter Content under this Agreement (such data is “**TIC Data**”). To the extent that you are relying upon the EU Commission’s implementing Decision 2016/1250 pursuant to Directive 95/46/EC on the adequacy of the protection provided by the EU-U.S. Privacy Shield (the “**Privacy Shield**”) and is certified under Privacy Shield to receive categories of data which include the TIC Data, you represent and warrant it will comply with the Privacy Shield principles. Without limiting the foregoing, if for any reason you are unable to comply with such principles or your Privacy Shield certification should end, you will immediately notify Twitter and take reasonable and appropriate steps to remedy any non-compliance, or cease access to the Twitter API and use of any and all TIC Data. If a transfer of TIC Data by you is not covered by Privacy Shield, and then only if you are located or transfer such TIC Data out of (a) the European Economic Area, or (b) a jurisdiction where a European Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC is in force and covers such transfer, then use of such TIC Data is subject to the model contractual clauses annexed to Commission Decision 2004/915/EC (the “**Clauses**”), which are hereby incorporated into this Agreement. In such cases, TIC is the ‘data exporter’ and you are the ‘data importer’ as defined in the Clauses, and you select option (iii) of Clause II(h) and agree to the data processing principles of Annex A to the Clauses. For the purposes of Annex B to the Clauses, the following shall apply: (i) ‘Data subjects’ are the users of the Twitter Applications or individuals whose personal data is in the TIC Data; (ii) the ‘Purpose of the transfer(s)’ is the performance of this Agreement and the provision of services by you to End Users; (iii) the ‘Categories of data’ are TIC Data as defined herein; (iv) the ‘Recipients’ are End Users and you; (v) ‘Sensitive data’ is personal data regarding an individual’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life, criminal convictions or alleged commission of an offense; and (vi) the ‘contact points for data protection enquiries’ are the representatives of TIC and you with responsibility for data privacy.

4. **Compliance Audit.** Twitter, or a third party agent subject to obligations of confidentiality, shall be entitled to inspect and audit any records or activity related to your access to the Licensed Material for the purpose of verifying compliance with this Agreement. Twitter may exercise its audit right at anytime upon notice. You will provide your full cooperation and assistance with such audit and provide access to all Licensed Material in your possession or control, applicable agreements and records. Without limiting the generality of the foregoing, as part of the audit, Twitter may request, and you agree to provide, a written report, signed by an authorized representative, listing your then-current deployment of the Licensed Material and Twitter Content. The rights and requirements of this section will survive for one (1) year following the termination of this Agreement.
5. **Compliance with Laws; Export and Import.** Each party will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, all applicable laws relating to bribery and/or corruption. The Licensed Material is subject to U.S. export laws and may be subject to import and use laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Licensed Material may not be sold, leased, downloaded, moved, exported, re-exported, or transferred across borders without a license, or approval from the relevant government authority, to any country or to any foreign national restricted by these laws, including countries embargoed by the U.S. Government (currently Cuba, Iran, North Korea, Northern Sudan and Syria); or to any restricted or denied end-user including, but not limited to, any person or entity prohibited by the U.S. Office of Foreign Assets Control; or for any restricted end-use. You will maintain all rights and licenses that are required with respect to your Services.

6. **Warranty Disclaimer.** THE LICENSED MATERIAL IS PROVIDED TO YOU “AS IS”, “WHERE IS”, WITH ALL FAULTS AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THIS AGREEMENT, COURSE OF DEALING OR USAGE OF TRADE. TWITTER DOES NOT WARRANT THAT THE LICENSED MATERIAL OR ANY OTHER TWITTER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH LICENSED MATERIAL OR OTHER PRODUCTS OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND YOU MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS SUCH LAW PROVIDES OTHERWISE).
7. **Indemnification.** You shall defend Twitter against any and all actions, demands, claims and suits (including without limitation product liability claims), and indemnify and hold Twitter harmless from any and all liabilities, damages and costs (including without limitation reasonable attorneys' fees) to the extent arising out of: (i) your use of the Licensed Material in any manner that is inconsistent with this Agreement; or (ii) the performance, promotion, sale or distribution of your Services. In the event Twitter seeks indemnification or defense from you under this provision, Twitter will promptly notify you in writing of the claim(s) brought against Twitter for which it seeks indemnification or defense. Twitter reserves the right, at its option and sole discretion, to assume full control of the defense of claims with legal counsel of its choice. You may not enter into any third party agreement, which would, in any manner whatsoever, affect the rights of Twitter, constitute an admission of fault by Twitter or bind Twitter in any manner, without the prior written consent of Twitter. In the event Twitter assumes control of the defense of such claim, Twitter shall not settle any such claim requiring payment from you without your prior written approval.

8. **Limitation of Liability.** IN NO EVENT WILL TWITTER BE LIABLE TO YOU OR ANY END USERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN ANY CASE, TWITTER'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT WILL NOT EXCEED \$50.00 USD. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar as APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
9. **Updates.** Twitter may update or modify this Agreement, Developer Terms, and other terms and conditions, from time to time at its sole discretion by posting the changes on this site or by otherwise notifying you (such notice may be via email). You acknowledge that these updates and modifications may adversely affect how your Service accesses or communicates with the Twitter API. If any change is unacceptable to you, your only recourse is to cease all use of the Licensed Material. Your continued access or use of the Licensed Material will constitute binding acceptance of the such updates and modifications.

10. **Miscellaneous.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Any modification to this Agreement must be in a writing signed by both you and Twitter, Inc. You may not assign any of the rights or obligations granted hereunder, in whole or in part, whether voluntarily or by operation of law, contract, merger (whether you are the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or otherwise, except with the prior written consent of Twitter, Inc. Twitter, Inc. is authorized to sign modifications and consents on behalf of Twitter International Company, an Irish company responsible for the information of Twitter users who live outside the United States. Any attempted assignment in violation of this paragraph is null and void, and Twitter may terminate this Agreement. This Agreement does not create or imply any partnership, agency or joint venture. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, CA before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. You and Twitter hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf, and unless Twitter agrees, the arbitrator may not consolidate more than one person's claims. Despite the foregoing, you agree that money damages would be an inadequate remedy for Twitter in the event of a breach or threatened breach of a provision of this Agreement protecting Twitter's intellectual property or Confidential Information, and that in the event of such a breach or threat, Twitter, in addition to any other remedies to which it is entitled, is entitled to such preliminary or injunctive relief (including an order prohibiting Company from taking actions in breach of such provisions), without the need for posting bond, and specific performance as may be appropriate. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. No waiver by Twitter of any covenant or right under this Agreement will be effective unless memorialized in a writing duly authorized by Twitter. If any part of this

Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

Developer Policy

Effective: November 3, 2017.

In addition to the [Developer Agreement](#), this Developer Policy (“Policy”) provides rules and guidelines for developers who interact with Twitter’s ecosystem of applications, services, website, web pages and content including any content that we may make available through [our other covered services](#)

(<https://support.twitter.com/articles/20172501>) set forth at [h \(<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>\)](https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates)<https://support.twitter.com/articles/20172501>

(<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>)(“Twitter Services”). Policy violations are also considered violations of the Developer Agreement. Take a look at the Definitions for the meaning of capitalized words used in this Policy. These policies may be changed from time to time without notice.

Please check here for any updates.

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I. Guiding Principles

A. A Few Key Points

1. Keep any API keys or other access credentials private and use only as permitted.
2. Respect our requirements on how to display and interact with users' content.
3. If your application will need more than 1 million user tokens, you must contact us (<https://support.twitter.com/forms/platform>) about your Twitter API access, as you may be subject to additional terms.
4. Twitter may monitor your use of the Twitter API to improve the Twitter Services, examine commercial use and ensure your compliance with this Policy.
5. Remember, Twitter may suspend or revoke access to the Twitter API if we believe you are in violation of this Policy. Do not apply for or register additional API tokens if Twitter has suspended your account. Instead, contact us (<https://support.twitter.com/forms/platform>).

B. Maintain the Integrity of Twitter's Products

1. Follow the Display Requirements, Twitter Rules

(<https://support.twitter.com/groups/56-policies-violations/topics/236-twitter-rules-policies/articles/18311-the-twitter-rules>) and Periscope Community Guidelines (<https://www.periscope.tv/content>). If your Service facilitates or induces users to violate the Twitter Rules (<https://support.twitter.com/groups/56-policies-violations/topics/236-twitter-rules-policies/articles/18311-the-twitter-rules>) or Periscope Community Guidelines (<https://www.periscope.tv/content>), you must figure out how to prevent the abuse or Twitter may suspend or terminate your access to the Twitter API. We've provided guidance in our Abuse Prevention and Security help page (<https://support.twitter.com/articles/79901>).

2. If your Service submits content to Twitter that includes a Twitter username, submit the correct Twitter username (“@username”).
3. Do not modify, translate or delete a portion of the Twitter Content.
4. Maintain the features and functionality of Twitter Content and Twitter API. Do not interfere with, intercept, disrupt, filter, or disable any features of Twitter or the Twitter API, including the Twitter Content of embedded Tweets (<https://dev.twitter.com/web/embedded-tweets>) and embedded timelines (<https://dev.twitter.com/web/embedded-timelines>).
5. Do not exceed or circumvent limitations on access, calls, sharing, privacy settings, or use permitted in this Policy, or as otherwise set forth on the Developer Site, or communicated to you by Twitter.
6. Do not remove or alter any proprietary notices or marks on Twitter Content or the Twitter API.
7. Do not (and do not allow others to) aggregate, cache, or store location data and other geographic information contained in the Twitter Content, except as part of a Tweet or Periscope Broadcast. Any use of location data or geographic information on a standalone basis is prohibited.

C. Respect Users' Control and Privacy

1. Get the user's express consent before you do any of the following:
 1. Take any actions on a user's behalf, including posting Twitter Content, following/unfollowing other users, modifying profile information, starting a Periscope Broadcast or adding hashtags or other data to the user's Tweets. A user authenticating through your Service does not constitute user consent.
 2. Republish Twitter Content accessed by means other than via the Twitter API or other Twitter tools.
 3. Use a user's Twitter Content to promote a commercial product or service, either on a commercial durable good or as part of an advertisement.
 4. Store non-public Twitter Content such as Direct Messages or other private or confidential information.
 5. Share or publish protected Twitter Content, private or confidential information.
 6. Configure media to be sent in a Direct Message as "shared" (i.e. reusable across multiple Direct Messages). You must also provide the user with clear notice that "shared" media sent in a Direct Message will be viewable by anyone with the media's URL.
2. Do not (and do not permit others to) associate the Twitter Content with any person, household, device, browser, or other individual identifier, unless you or the entity on whose sole behalf you make such an association do so (a) with the express opt-in consent of the applicable individual; or (b) based solely on publicly available data and/or data provided directly by the applicable individual that the individual would reasonably expect to be used for that purpose.
3. If Twitter Content is deleted, gains protected status (<https://support.twitter.com/articles/14016>), or is otherwise suspended, withheld, modified, or removed from the Twitter Service (including removal of location information), you will make all reasonable efforts to delete or modify such Twitter Content (as applicable) as soon as reasonably possible, and in any case within 24 hours after a request to do so by Twitter or by a Twitter user with regard to their Twitter Content, unless otherwise prohibited by applicable law or regulation, and with the express written permission of Twitter.
4. If your Service will display Twitter Content to the public or to end users of your Service, and you do not use Twitter Kit (<https://dev.twitter.com/twitterkit/overview>) or Twitter for Websites (<https://dev.twitter.com/web/overview>) to do so, then you must use the Twitter API to retrieve the most current version of the Twitter Content for such display. If Twitter Content ceases to be available through the Twitter API, you may not display such Twitter Content and must remove it from non-display portions of your Service as soon as reasonably possible.

5. If your Service allows users to post Twitter Content to Twitter, then, before publishing, show the user exactly what will be published, including whether any geotags will be added to the Twitter Content. If you will send read receipt events for Direct Messages, you should inform users they will be sent as part of a conversation, such as by directly providing this notice to users in your application or by displaying read receipts from other participants in a conversation.
6. If your Service allows users to post Twitter Content to your Service and Twitter, then, before publishing to the Service:
 1. Explain how you will use the Twitter Content;
 2. Obtain proper permission to use the Twitter Content; and
 3. Continue to use such Twitter Content in accordance with this Policy in connection with the Twitter Content.
7. Display your Service's privacy policy to users before download, installation or sign up of your application. Your privacy policy must be consistent with all applicable laws, and be no less protective of end users than Twitter's Privacy Policy located at <https://twitter.com/privacy> (<https://twitter.com/privacy>) including any relevant incorporated policies such as the supplemental terms located at <https://support.twitter.com/articles/20172501> (<https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates>). You must comply with your privacy policy, which must clearly disclose the information you collect from users, how you use and share that information (including with Twitter), and how users can contact you with inquiries and requests regarding their information. If for any reason you are unable to comply with your privacy policy or any privacy requirement of the Developer Agreement or Policy, you must promptly inform Twitter (<https://support.twitter.com/forms/platform>) and take reasonable and appropriate steps to remedy any non-compliance, or cease your access to the Twitter API and use of all Twitter Content.
8. If your Service uses cookies, disclose in your privacy policy:
 1. Whether third parties collect user information on your Service and across other websites or online services;
 2. Information about user options for cookie management and whether you honor the Do Not Track (<https://support.twitter.com/articles/20169453>) setting in supporting web browsers.

9. If your Service adds location information to users' Tweets or Periscope Broadcasts:

1. Disclose when you add location information, whether as a geotag or annotations data, and whether you add a place or specific coordinates.
2. Comply with Geo Developers Guidelines if your application allows users to Tweet with their location.

10. Do not store Twitter passwords.

D. Clearly Identify Your Service

1. Make sure users understand your identity and the source and purpose of your Service. For example:

1. Don't use a name or logo that falsely implies you or your company is related to another business or person.
2. Don't use a shortened URL for your Service that attempts to mask the destination site.
3. Don't use a URL for your Service that directs users to
 1. a site that is unrelated to your Service
 2. a site that encourages users to violate the Twitter Rules (<https://support.twitter.com/articles/18311>) or the Periscope Community Guidelines. (<https://www.periscope.tv/content>)
 3. a spam or malware site.

2. Do not replicate, frame, or mirror the Twitter website or its design.

E. Keep Twitter Spam Free

1. Follow the Abuse and Spam rules [here](https://support.twitter.com/articles/18311) (<https://support.twitter.com/articles/18311>).
2. Comply with the [automation rules](https://support.twitter.com/articles/76915) (<https://support.twitter.com/articles/76915>) if your Service performs automatic actions.
3. Do not do any of the following:
 1. Mass-register applications.
 2. Create tokens/applications to sell names, prevent others from using names, or other commercial use.
 3. Use third-party content feeds to update and maintain accounts under those third parties' names.
 4. Name squat by submitting multiple applications with the same function under different names.
 5. Publish links to malicious content.
 6. Publish pornographic or obscene images to user profile images and background images.

F. Be a Good Partner to Twitter

1. Follow the [guidelines \(https://support.twitter.com/articles/114233\)](https://support.twitter.com/articles/114233) for using Tweets in broadcast if you display Tweets offline and the [guidelines \(https://www.periscope.tv/trademarkpolicy\)](https://www.periscope.tv/trademarkpolicy) for using Periscope Broadcasts in a broadcast if you display Periscope Broadcasts offline.
2. If you provide Twitter Content to third parties, including downloadable datasets of Twitter Content or an API that returns Twitter Content, you will only distribute or allow download of Tweet IDs, Direct Message IDs, and/or User IDs.
 1. You may, however, provide export via non-automated means (e.g., download of spreadsheets or PDF files, or use of a “save as” button) of up to 50,000 public Tweet Objects and/or User Objects per user of your Service, per day.
 2. Any Twitter Content provided to third parties remains subject to this Policy, and those third parties must agree to the Twitter [Terms of Service \(https://twitter.com/tos\)](https://twitter.com/tos), [Privacy Policy \(https://twitter.com/privacy\)](https://twitter.com/privacy), [Developer Agreement](#), and [Developer Policy](#) before receiving such downloads.
 1. You may not distribute more than 1,500,000 Tweet IDs to any entity (inclusive of multiple individual users associated with a single entity) within any given 30 day period, unless you are doing so on behalf of an academic institution and for the sole purpose of non-commercial research or you have received the express written permission of Twitter.
 2. You may not distribute Tweet IDs for the purposes of (a) enabling any entity to store and analyze Tweets for a period exceeding 30 days unless you are doing so on behalf of an academic institution and for the sole purpose of non-commercial research or you have received the express written permission of Twitter, or (b) enabling any entity to circumvent any other limitations or restrictions on the distribution of Twitter Content as contained in this Policy, the Twitter Developer Agreement, or any other agreement with Twitter.
3. Use and display Twitter Marks solely to identify Twitter as the source of Twitter Content.
4. Comply with [Twitter Brand Assets and Guidelines \(https://twitter.com/logo\)](https://twitter.com/logo) as well as the [Periscope Trademark guidelines \(https://www.periscope.tv/trademarkpolicy\)](https://www.periscope.tv/trademarkpolicy).

5. Do not do any of the following:

1. Use a single application API key for multiple use cases or multiple application API keys for the same use case.
2. Charge a premium above your Service's standard data and usage rates for access to Twitter Content via SMS or USSD.
3. Sell or receive monetary or virtual compensation for Tweet actions, Periscope Broadcasts actions or the placement of Tweet actions on your Service, such as, but not limited to follow, retweet, like, heart, comment and reply.
4. Do not use, access or analyze the Twitter API to monitor or measure the availability, performance, functionality, usage statistics or results of Twitter Services or for any other benchmarking or competitive purposes, including without limitation, monitoring or measuring:
 1. the responsiveness of Twitter Services; or
 2. aggregate Twitter user metrics such as total number of active users, accounts, total number of Periscope Broadcast views, user engagements or account engagements.
5. Use Twitter Content, by itself or bundled with third party data, to target users with advertising outside of the Twitter platform, including without limitation on other advertising networks, via data brokers, or through any other advertising or monetization services.
6. Use Twitter Marks, or Twitter Certified Products Program badges, or similar marks or names in a manner that creates a false sense of endorsement, sponsorship, or association with Twitter.
7. Use the Twitter Verified Account badge, Verified Account status, or any other enhanced user categorization on Twitter Content other than that reported to you by Twitter through the API.

G. Avoid Replicating the Core Twitter Experience

1. Twitter discourages online services from replicating Twitter Service's core user experience or features.
2. The following rules apply solely to Services or applications that attempt to replicate Twitter's core user experience:
 1. You must obtain our permission to have more than 100,000 user tokens, and you may be subject to additional terms.
 2. Use the Twitter API as provided by Twitter for functionalities in your Service that are substantially similar to a Twitter Service feature and present this to your users as the default option.
 3. Display a prominent link or button in your Service that directs new users to Twitter's sign-up functionality.
 4. Do not do the following:
 1. Pay, or offer to pay, third parties for distribution. This includes offering compensation for downloads (other than transactional fees) or other mechanisms of traffic acquisition.
 2. Arrange for your Service to be pre-installed on any other device, promoted as a "zero-rated" service, or marketed as part of a specialized data plan.
 3. Use Twitter Content or other data collected from users to create or maintain a separate status update, social network, private messaging or live broadcasting database or service.

H. Engage in Appropriate Commercial Use

1. Advertising Around Twitter Content

1. You may advertise around and on sites that display Tweets and Periscope Broadcasts, but you may not place any advertisements within the Twitter timeline or on or within Periscope Broadcasts on your Service other than Twitter Ads or advertisements made available through the official Twitter Kit integration with MoPub. Access to MoPub ads through Twitter Kit requires a MoPub supply account and is subject to MoPub terms of service & policies.
 2. Your advertisements cannot resemble or reasonably be confused by users as a Tweet or Periscope Broadcast.
 3. You may advertise in close proximity to the Twitter timeline or a Periscope Broadcast (e.g., banner ads above or below timeline), but there must be a clear separation between Twitter Content and your advertisements.
2. Twitter reserves the right to serve advertising via Twitter APIs ("Twitter Ads"). If you decide to serve Twitter Ads once we start delivering them, we will share a portion of advertising revenue with you in accordance with the relevant terms and conditions.

II. Rules for Specific Twitter Services or Features

A. Twitter Login

1. Present users with easy to find options to log into and out of Twitter, for example, via the OAuth protocol or Twitter Kit.
2. Provide users without a Twitter account the opportunity to create a new Twitter account.
3. Display the "Sign in with Twitter" option at least as prominently as the most prominent of any other third party social networking sign-up or sign-in marks and branding appearing on your Service.

B. Social Updates

1. If you allow users to create social updates from your own social service or a third party social networking, micro-blogging, or status update provider integrated into your Service ("Update"), you must display a prominent option to publish that content to Twitter.
2. If Updates are longer than 140 characters or not text, you must display a prominent link to publish that content to Twitter and:
 1. URLs must direct users to the page where that content is displayed. You may require users to sign in to access that page, but the content must not otherwise be restricted from being viewed.
 2. URLs must not direct users to interstitial or intermediate pages.

C. Twitter Identity

1. Once a user has authenticated via "Sign in with Twitter" via your Service, you must clearly display the user's Twitter identity via your Service. Twitter identity includes visible display of the user's avatar, Twitter user name and the Twitter bird mark.
2. Displays of the user's followers on your Service must clearly show that the relationship is associated with the Twitter Service.

D. Twitter Cards

1. Develop your Card to have the same quality experience across all platforms where Cards are displayed.
2. If your Service provides a logged-in experience, the experience prior to a user's login must be of equivalent quality and user value.
3. Mark your Card as 'true' for sensitive media if such media can be displayed.
4. Use HTTPS for hosting all assets within your Card.
5. For video and audio content:
 1. Default to 'sound off' for videos that automatically play content.
 2. Include stop or pause controls.
6. Do not do any of the following:
 1. Exceed or circumvent Twitter's limitations placed on any Cards, including the Card's intended use.
 2. Attach the App Card to a user's Tweet, unless the user is explicitly promoting or referring to the app in the Tweet.
 3. Place third-party sponsored content within Cards without Twitter's prior approval.
 4. Include content or actions within your Card that are not contextually relevant to the user's Tweet text and Tweet entities, such as URLs and media.
 5. Generate active mixed content browser warnings.
 6. Attach monetary incentives or transactions (including virtual currency) to activities that occur within the Card or on Twitter from your Card.
 7. Apply for Cards access for domains you do not manage to prevent others from registering or utilizing Cards on those domains.

E. Twitter for Websites

1. If you expect your embedded Tweets (<https://dev.twitter.com/web/embedded-tweets>) and embedded timelines (<https://dev.twitter.com/web/embedded-timelines>) to exceed 10 million daily impressions, you must contact us about your Twitter API access, as you may be subject to additional terms.
2. If you use Twitter for Websites (<https://dev.twitter.com/web/overview>) widgets, you must ensure that an end user is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the end user's device as described in Twitter's cookie use (<https://support.twitter.com/articles/20170514>) where providing such information and obtaining such consent is required by law.
3. If you use embedded Tweets or embedded timelines, you must provide users legally sufficient notice that fully discloses Twitter's collection and use of data about users' browsing activities on your website, including for interest-based advertising and personalization. You must also obtain legally sufficient consent from users for such collection and use, and provide legally sufficient instructions on how users can opt out of Twitter's interest-based advertising and personalization as described here (<https://support.twitter.com/articles/20175256>).
4. If you operate a Service targeted to children under 13, you must opt out of tailoring Twitter in any embedded Tweets or embedded timelines on your Service by setting the opt-out parameter to be true as described here (<https://dev.twitter.com/web/overview/privacy>).

F. Periscope Producer

1. You must provide a reasonable user-agent, as described in the Periscope Producer technical documentation, for your Service when accessing the Periscope API.
2. If you expect the number of broadcasts created by your hardware will exceed (10 million) daily broadcasts, you must contact us (<https://help.periscope.tv/customer/portal/emails/new>) about your Twitter API access, as you may be subject to additional terms.
3. You must honor user requests to log out of their Periscope account on your Service.
4. You may not provide tools in your service to allow users to circumvent technological protection measures.

G. Definitions

1. **Twitter Content** - Tweets, Tweet IDs, Direct Messages, Direct Message IDs, Twitter end user profile information, User IDs, Periscope Broadcasts, Periscope Broadcast IDs and any other data and information made available to you through the Twitter API or by any other means authorized by Twitter, and any copies and derivative works thereof.
2. **Developer Site** – Twitter’s developer site located at [/content/developer-twitter](#).
3. **Periscope Broadcast** - A user generated live video stream that is available live or on-demand, that is publicly displayed on Twitter Services.
4. **Broadcast ID** - A unique identification number generated for each Periscope Broadcast.
5. **Tweet** - A short-form text and/or multimedia-based posting made on Twitter Services.
6. **Tweet ID** - A unique identification number generated for each Tweet.
7. **Direct Message** - A text and/or multimedia-based posting that is privately sent on the Twitter Service by one end user to one or more specific end user(s).
8. **Direct Message ID** - A unique identification number generated for each Direct Message.
9. **Twitter API** - The Twitter Application Programming Interface (“API”), Software Development Kit (“SDK”) and/or the related documentation, data, code, and other materials provided by Twitter, as updated from time to time, including without limitation through the Developer Site.
10. **Twitter Marks** - The Twitter name, or logos that Twitter makes available to you, including via the Developer Site.
11. **Service** - Your websites, applications, hardware and other offerings that display or otherwise use Twitter Content.
12. **User ID** - Unique identification numbers generated for each User that do not contain any personally identifiable information such as Twitter usernames or users’ names.

[Developer policy and terms](#)

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