

About the Twitter Insiders Program

You have been invited to participate in an online market research community for Twitter! Thank you for taking the time to participate in and provide us feedback through the Twitter Insiders Program. Before you get started, please read the full agreement below.

Overview

- By participating in this program, you'll get access to a website, operated by our third party service provider, in which you can interact with other Twitter Insider members and our Market Research team.
- We may show you confidential information related to Twitter, our advertisers, or other partners, and you must be willing to keep those secret.
- You'll be volunteering to help out Twitter and will not be paid, though you may be
 eligible to receive incentives such as gift cards or other rewards for filling out surveys
 or completing other tasks.
- 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 for any reason without notice to you.

Terms and Conditions

Twitter, Inc. ("Twitter") has created the "Twitter Insiders Program" to, among other things, allow a limited number of people to provide feedback on, among other things, marketing and advertising campaigns that run on the Twitter platform. By joining the Twitter Insiders Program, you agree to be bound by the terms and conditions set forth below (the "Agreement").

1. Eligibility

In order to be eligible to participate in the Twitter Insiders Program, you or anyone in your household or immediate family cannot work for a market research company. There may be other exclusions represented in the recruitment screener. These exclusions exist so that Twitter can meet specific research goals and are not included for any discriminatory purpose. You agree to accurately respond to such recruitment questions.

2. Third-Party Services

In order to participate in the Twitter Insiders Program, you will be required to register for an account at www.twitterinsiders.io or twitterinsiders.co.uk, which are hosted through our third-party service provider, Vision Critical Communications, Inc. Please use a strong, unique password when creating this account; do not reuse your Twitter password for this purpose. You may also interact with our third party service providers when participating in the Twitter Insiders Program.

3. Your Feedback

By enrolling in the Twitter Insiders Program you will have the ability to participate in surveys, community discussion forums, online text chats, and other research activities ("Feedback"). The Feedback you provide will be accessible to, and may be reviewed by, the Twitter Insiders Program team, including our Market Research team and third party service providers. Certain types of Feedback, such as discussion forum posts, may also be viewable by other members of the Twitter Insiders community. By participating in the Twitter Insiders 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. To fulfill our research goals, Twitter may also combine your Feedback with data about your behavior on Twitter, such as the amount of time you spend on the platform, the Tweets you post or like, and other types of engagement.

4. Confidentiality

<u>Confidential Information.</u> The Twitter Insiders Program is designed to assist Twitter in performing research related to marketing and advertising campaigns and other product initiatives (the "Purpose"). Twitter may disclose to you certain information (tangible or intangible) that you agree to treat as Confidential Information as set forth below.

<u>Definition.</u> "Confidential Information" means all information disclosed by Twitter, including, without limitation, documents, designs, techniques, specifications, product plans, advertising creatives, strategic information, existing or prospective business plans, existing or prospective research study or pilot test objectives and/or results, comments and

discussions related to any such information provided by yourself or other Twitter Insider members, 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, product plans, advertiser products, campaigns, or creatives.

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, Tweeting, or other distribution of advertising creatives, product images, or other content); (c) not copy or download any Confidential Information from the Twitter Insider Program unless instructed to do so by Twitter; and (d) 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 (e.g., you should not share your login credentials or allow anyone else to access your account).

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.

5. No Compensation or Employment

You acknowledge that you are participating in the Twitter Insiders 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, among other things, the effectiveness of the products and services we offer to advertisers and other customers. Twitter makes no guarantee or representation as to whether or not your Feedback will be used. Twitter may provide incentives, such as gift cards or other rewards, for your participation in surveys or for providing other Feedback. It is your responsibility to determine the amount of and pay any taxes or duties associated with the incentives you earn. At any time and for any reason, we may suspend or cancel the incentives. Notwithstanding the foregoing, you acknowledge and agree that nothing in this Agreement or in your voluntary submission of Feedback creates any employment relationship between you and Twitter, and that you have no rights to compensation for such Feedback.

6. Term and Termination

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

7. Notices

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

8. No Warranty from Twitter

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE TWITTER INSIDERS PROGRAM IS AT YOUR OWN RISK. THE TWITTER INSIDERS 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 INSIDERS PROGRAM. THE AVAILABILITY, ACCURACY OR CONTENT OF ANY INFORMATION, SERVICES, OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH THE TWITTER INSIDERS PROGRAM, THE TWITTER INSIDERS WEBSITE, 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.

9. Limitations of Liability

IN NO EVENT SHALL TWITTER, INC, ITS AFFILIATES AND SUBSIDIARIES, ITS EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, CUSTOMERS, 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.

10. Entire Agreement

These Terms, the Twitter Terms of Service (https://help.twitter.com/ttps://twitter.com/en/tos), the Twitter Rules (https://help.twitter.com/en/rules-and-policies/twitter-rules), and our Privacy Policy (https://help.twitter.com/ttps://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 website. Your continued participation in the Twitter Insiders Program after such notice shall be deemed to be continued acceptance of this Agreement including its amendments and modifications.

Effective March 5, 2018