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

Twitter Terms of Service

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 (the "Twitter Services"), and our other covered services that link to these Terms (collectively, the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

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1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. Most Content you submit, post, or display through the Twitter Services is public by default and will be able to be viewed by other users and through third party services and websites. Learn more here, and go to the account settings page to control who sees your Content. You should only provide Content that you are comfortable sharing with others under these Terms.

Tip: What you say on the Twitter Services may be viewed all around the world instantly. You are what you Tweet!

You may use the Services only if you can form a binding contract with Twitter and are not a person barred from receiving services under the laws of the United States or other 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. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Twitter provides are always evolving and the form and nature of the Services that Twitter provides may change from time to time without prior notice to you. In addition, Twitter may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or any other information. The types and extent of advertising by Twitter on the Services are subject to change. 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 such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2. Privacy

Any information that you or other users provide to Twitter is subject to our Privacy Policy, which governs our collection and use of your information. 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. As part of providing you 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, which you may not be able to opt-out from receiving.

Tip: You can control most communications from the Twitter Services, including notifications about activity related to you, your Tweets, Retweets, and network, and updates from Twitter. Please see your settings for email and mobile notifications for more.

3. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.

Twitter cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

All Content, whether publicly posted or privately transmitted, 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. 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. Under no circumstances will Twitter be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. Your Rights

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

Tip: This license is you authorizing us to make your Tweets on the Twitter Services 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 who partner with Twitter for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Tip: Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Twitter Services. These rules exist to enable an open ecosystem with your rights in mind. But what's yours is yours – you own your Content (and your photos are part of that Content).

Such additional uses by Twitter, or other companies, organizations or individuals who partner with Twitter, 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.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Twitter will not be responsible or liable for any use of your Content by Twitter in accordance with these Terms. 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.

6. Your License To Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Twitter as part of the Services. This license is for 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.

7. Twitter Rights

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. 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. 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.

8. Restrictions on Content and Use of the Services

Please review the Twitter Rules (which are part of these Terms) to better understand what is prohibited on the Twitter Services. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. 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.

Tip: Twitter does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

Except as permitted through the Twitter Services, these Terms, or the terms provided on dev.twitter.com, you have to use the Twitter API if you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Twitter Services or Content on the Twitter Services.

Tip: We encourage and permit broad re-use of Content on the Twitter Services. The Twitter API exists to enable this.

If you use commerce features of the Twitter Services that require credit or debit card information, such as our Buy Now feature, you agree to our Twitter Commerce Terms.

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.

9. Copyright Policy

Twitter respects the intellectual property rights of others and expects users of the Services to do the

same. We will respond to notices of alleged copyright infringement that comply with applicable law

and are properly provided to us. If you believe that your Content has been copied in a way that

constitutes copyright infringement, please provide us with the following information: (i) a physical or

electronic signature of the copyright owner or a person authorized to act on their behalf; (ii)

identification of the copyrighted work claimed to have been infringed; (iii) identification of the material

that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or

access to which is to be disabled, and information reasonably sufficient to permit us to locate the

material; (iv) your contact information, including your address, telephone number, and an email

address; (v) a statement by you that you have a good faith belief that use of the material in the

manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a

statement that the information in the notification is accurate, and, under penalty of perjury, that you

are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole

discretion, and without liability to you. In appropriate circumstances, Twitter will also terminate a

user's account if the user is determined to be a repeat infringer. Under the U.S. Digital Millennium

Copyright Act, our designated copyright agent for notice of alleged copyright infringement appearing

on the Services is:

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

10. Ending These Terms

The Terms will continue to apply until terminated by either you or Twitter as follows.

You may end your legal agreement with Twitter at any time for any or no reason by deactivating your accounts and discontinuing your use of the Services. You do not need to specifically inform Twitter when you stop using the Services. If you stop using the Services without deactivating your accounts, your accounts may be deactivated due to prolonged inactivity under our Inactive Account Policy.

We may suspend or terminate your accounts 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 Twitter Rules, (ii) you create risk or possible legal exposure for us; or (iii) 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.

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: 4, 5, 7, 8, 10, 11, and 12.

Nothing in this section shall affect Twitter's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

11.Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of Twitter and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Twitter Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. 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. 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.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Twitter Entities are not responsible or liable for: (i) the availability or accuracy of such

websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Twitter Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. 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.

12. General Terms

A. Waiver and Severability

The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. 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.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to the jurisdiction of and venue in such courts 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).

C. Entire Agreement

These Terms, including the Twitter Rules for the Twitter Services, and our Privacy Policy are the

entire and exclusive agreement between Twitter and you regarding the Services (excluding any

services for which you have a separate agreement with Twitter that is explicitly in addition or in place

of these Terms), and these Terms supersede and replace any prior agreements between Twitter and

you regarding the Services. Other than members of the group of companies of which Twitter, Inc. is

the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at

twitter.com/tos. If the revision, in our sole discretion, is material we will notify you via an @Twitter

update or e-mail 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.

If you live in the United States, these Terms are an agreement between you and Twitter, Inc., 1355

Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you live outside the United States, your

agreement is with Twitter International Company, an Irish company with its registered office at The

Academy, 42 Pearse Street, Dublin 2, Ireland. If you have any questions about these Terms, please

contact us.

Effective: January 27, 2016

Archive of Previous Terms

Twitter Privacy Policy

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

Tip: What you say on the Twitter Services may be viewed all around the world instantly. You are what you Tweet!

This Privacy Policy ("Policy") describes how and when Twitter collects, uses and shares your information when you use our Services. Twitter receives your information through our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services (the "Twitter Services"), and our other covered services 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.

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 The Academy, 42 Pearse Street, Dublin 2, 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 use your information in, and as a result to transfer it to and store it in, the United States, Ireland, and any other country where we operate. Privacy and data protection laws in some of these countries may vary from the laws in the country where you live.

If you have any questions or comments about this Privacy Policy, please contact us here or at privacy@twitter.com.

Information Collection and Use

Tip: We collect and use your information below to provide our Services and to measure and improve them over time.

Basic Account Information: When you create or reconfigure an account, you provide some personal information, such as your name, username, password, email address, or phone number. On the Twitter Services, your name and username are listed publicly, including on your profile page and in search results, and you can use either your real name or a pseudonym. Some Twitter Services, such as searching and viewing public user profiles, do not require registration.

Contact Information: You may use your contact information, such as your email address or phone number, to customize your account or enable Services, for example, for Login verification, Twitter via SMS, or Digits by Twitter. If you provide Twitter with your phone number, you agree to receive text messages to that number from Twitter. When you use Digits by Twitter to sign up for or login to a third-party application, you are directing Twitter to share your contact information, such as your phone number, with that application. 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 email and mobile notifications to control notifications you receive from the Twitter Services. You may also unsubscribe from a notification by following the instructions contained within the notification or the instructions on our website. Your privacy settings control whether others can find you on the Twitter Services by your email address or phone number.

Additional Information: You may provide us with profile information to make public on the Twitter Services, such as a short biography, your location, your website, date of birth, or a picture. 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 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 tailor 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. Learn more here. 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 in order to cross-post between our Services and that service, the other service may send us your registration or profile information on that service and other information that you authorize. This information enables cross-posting, helps 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. Learn more here. Providing the additional information described in this section is entirely optional.

Tweets, Following, Lists and other Public Information: Our Services are primarily designed to help you share information with the world. Most of the information you provide us through the Twitter Services is information you are asking us to make public. 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; the language, country, and time zone associated with your account; and the lists you create, people you follow, Tweets you mark as likes or Retweet, and many other bits of information that result from your use of the Twitter Services. We may use this information to make inferences, like what topics you may be interested in, and to customize the content we show you, including ads. Our default is almost always to make the information you provide through the Twitter Services public for as long as you do not delete it, but we generally give you settings or features, like direct messages, to make the information more private if you want. You can change the language and time zone associated with your account at any time using your account settings. The Twitter Services broadly and instantly disseminate your public information to a wide range of users, customers, and services. For instance, your public user profile information and public Tweets are immediately delivered via SMS and our APIs to our partners and other third parties, including search engines, developers, and publishers that integrate Twitter content into their services, and institutions such as universities and public health agencies 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.

Location Information: Twitter 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 Tweeting 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: Twitter 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 direct messages shared on the Services will be processed and links shortened to a http://t.co link. You can learn more about the benefits of link shortening here.

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. Twitter 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. We honor the Do Not Track browser option to give you control over how your website visits are used to personalize your Twitter experience and ads. Learn more about our Do Not Track support here, and about how we use cookies and similar technologies here.

Log Data: When you use our Services, we may receive information ("Log Data") such as 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, and cookie information. We receive Log Data when you interact with our Services, 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 or application, or visit a third-party service that includes a Twitter button or widget. We may 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. Twitter uses Log Data to provide, understand, and improve our Services, to make inferences, like what topics you may be interested in, and to customize the content we show you, including ads. If not already done earlier, for example, as provided below for Widget Data, we will either delete Log Data or

remove any common account identifiers, such as your username, full IP address, or email address, after a maximum of 18 months.

Widget Data: We may tailor the Services for you based on your visits to third-party websites that integrate Twitter buttons or widgets. When these websites first load our buttons or widgets for display, we receive Log Data that includes the web page you visited and a cookie that identifies your browser ("Widget Data"). After a maximum of 10 days, we start the process of deleting, de-identifying, or aggregating Widget Data, which is usually instantaneous but in some cases may take up to a week. We may use Widget Data to tailor content for you, such as suggestions for people to follow and other content you may be interested in. Tailored content is stored with only browser cookies or device IDs and is separated from other Widget Data such as page-visit information. Learn more about the feature, including how you can suspend it or turn it off, here. For Tweets, Log Data, and other information that we receive from interactions with Twitter buttons or widgets, please see the other sections of this Privacy Policy.

Commerce Services: You may provide your payment information, including your credit or debit card number, card expiration date, CVV code, and billing address (collectively, "Payment Information"), along with your shipping address, to complete a commerce transaction through our Services. To facilitate future purchases, we store your Payment Information (excluding CVV code) and shipping address, which you can remove from your account at any time using your account settings. We consider your Payment Information and shipping address private and do not make such information public. We collect and store information created by your purchases made through our Services ("Transaction Data"). Transaction Data may include the merchant's name and the date, time, and amount of the transaction.

Third-Parties and Affiliates: Twitter uses 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. These third-party service providers may collect information sent by your device as part of a web page request, such as cookies or your IP address. Third-party ad partners may share information with us, like a browser cookie ID, website URL visited, mobile device ID, or cryptographic hash of a common account identifier (such as an email address), to help us measure and tailor ads. For example, this allows us to display ads about things you may have already shown interest in off of our Services. If you prefer, you can turn off tailored ads in your <u>privacy settings</u> so that your account will not be matched to information shared by ad partners for tailoring ads. Learn more about your privacy options for tailored ads here and about how ads work on our Services here. We may also

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

Information Sharing and Disclosure

Tip: 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. 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 <u>privacy settings</u> control who can tag you in a photo on the Twitter Services. If you've shared information, like direct messages or protected Tweets, with another user who accesses the Twitter Services 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. 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 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.

Commerce Transactions: If you make a payment as part of a commerce transaction through our Services, we may provide the seller, commerce provider, marketplace or charity with your name, email address, shipping address, Payment Information and Transaction Data to facilitate payment processing, order fulfilment and dispute resolution (including payment and shipping disputes) and to help prevent, detect and investigate fraud or other prohibited activities. Please refer to these third parties' privacy policies for information about their privacy practices.

Law and Harm: Notwithstanding anything to the contrary in this 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 Twitter's 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 Twitter is 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.

Non-Private or Non-Personal Information: We may share or disclose your non-private, aggregated or otherwise non-personal information, such as your public user profile information, public Tweets, the people you follow or that follow you, or the number of users who clicked on a particular link (even if only one did), or reports to advertisers about unique users who saw or clicked on their ads after we have removed any private personal information (such as your name or contact information).

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> and request access to additional information <u>here</u>.

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

Our Policy Towards Children

Our Services are not directed to persons under 13. If you become aware that your child has provided us with personal information without your consent, please contact us here. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information and terminate the child's account. You can find additional resources for parents and teens 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 @Twitter 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: January 27, 2016

Archive of Previous Privacy Policies

Thoughts or questions about this Privacy Policy? Please, let us know.

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, header image, or background 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, background images, 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;
 - o 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;
 - 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;
 - o 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 <u>Following rules and best practices</u> and <u>Automation rules and best practices</u> 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 <u>Terms of Service</u>.