

POLITICAL ADS ADVERTISING TERMS AND CONDITIONS

Notwithstanding anything contained in the applicable X Master Services Agreement (the “**MSA**”) located at: <https://legal.twitter.com/ads-terms.html>, Customer’s participation in the Program is subject at all times to its acceptance of and compliance with the MSA and these additional Political Advertising Terms and Conditions (the “**Political Ads Terms**”). A defined term used in these Political Ads Terms, which is not defined herein, shall have the same meaning set forth in the MSA. “**Political Advertisements**” mean any advertisements purchased or disseminated on the X platform by the Customer, including political content ads and political campaigning ads, as further described in the X’s Political Content Policy located at: <https://business.twitter.com/en/help/ads-policies/ads-content-policies/political-content.html>, submitted to the Program by Customer pursuant to the MSA and these Political Ads Terms. As used herein, “**Applicable Laws**” mean all laws, rules, policies and regulations, voluntary rules, and relevant codes of practice that apply to Customer’s Political Advertisements as displayed in any country, state, province, city and/or territory (the “**Territory**”) to which Customer directs its advertisements.

1. Customer further warrants, represents, and undertakes that:
 - (a) Customer is permitted under the Applicable Laws to purchase Political Advertisements and disseminate them in the respective Territory;
 - (b) by applying to offer Political Advertisements through the Political Advertiser Certification Application (the “**Certification process**”), Customer is authorized to represent and accept these terms on behalf of the person or entity applying for the Certification process;
 - (c) the information provided by Customer is true and accurate, and that Customer will promptly update X in the event of any changes to this information;
 - (d) the Political Advertisements will comply with the Applicable Laws when offering Political Advertisements, including but not limited to the following items (i) disclosures, disclaimers, labeling, and content related regulations; (ii) foreign funding and interference; (iii) blackout periods; (iv) spending and reporting;
 - (e) the Political Advertisements will comply with X Political Content Policy;
 - (f) Customer is a citizen, lawfully admitted permanent resident of the Territory, or, if Customer is an organization, that the organization is based in the country where the Political Advertisements will be displayed;
 - (g) funds used to pay for Political Advertisements did not derive from contributions, donations expenditures (including independent expenditures) and disbursements solicited, directed, received or made directly or indirectly by or from nationals of other countries;
 - (h) Customer will comply [X’s Sensitive Categories Targeting Policy](#) and will:
 - (i) not use any sensitive information to create a Custom Audience or a conversion event, including but not limited to political affiliation and/or beliefs;
 - (ii) not target the audience for the Political Advertisements using sensitive information or information from which sensitive information can be inferred, including but not limited to political affiliation and/or beliefs.

2. Customer shall indemnify, defend and hold harmless the X Entities from Claims arising out of or in connection with:

- (a) the Political Advertisements pursuant to section 8 of the MSA;
- (b) Customer's or Customer's agent's breach of their representations and warranties set forth in these Political Ads Terms.

3. Customer acknowledges and understands that:

- (a) Customer is solely responsible to review and assess if the its use of X Ads and the Programs for the Political Advertisements is in compliance with the Applicable Laws;
- (b) X may request additional information from Customer to verify your eligibility to offer Political Advertisements, including any applicable registration or license, and may halt the Political Advertisements or revoke your eligibility or certification pending receipt of this information;
- (c) to comply with the Applicable Laws, respond to requests for information where required, and to otherwise promote political ads transparency and election integrity, Customer agrees that X may provide and disclose, including public disclosures, information about Customer's Political Advertisements to local authorities and the public, in X's sole discretion. This includes, for example, information about the Political Advertisements, who sponsored it and how much was paid, and the information that Customer has provided as part of the Certification process. X will retain this information for five (5) years or the time period necessary to meet its disclosure obligations, whichever is greater. X has no obligation to provide Customer with notice in advance of the disclosure and/ or publication of information related to Political Advertisements. Finally, X will publish the information as it exists in our systems, and we disclaim any responsibility for the form or accuracy of the information to the extent permitted by the Applicable Laws;
- (d) X reserves the right to remove any Political Advertisement from the X Service upon a formal request from a competent authority, with no obligation whatsoever for X to compensate nor return funds to Customer due to such removal;
- (e) X reserves the right to terminate the Political Advertisements at any time in accordance with its rights set out in the MSA;
- (f) In addition to X's rights under our applicable policies, X may revoke your Certification and take action on your account, including but not limited to halting the advertisement or suspension of the account, if we reasonably determine that you have (i) provided false information as part of the Certification process, (ii) violated X's Political Content Policy, or (iii) otherwise become ineligible for the Programs.

I HAVE READ AND ACCEPT THE POLITICAL ADVERTISING TERMS AND CONDITIONS. I AM DULY AUTHORIZED TO ACCEPT THESE POLITICAL ADVERTISING TERMS AND CONDITIONS ON BEHALF OF CUSTOMER.

Customer:

By: _____

Title: _____

Company: _____

Date: _____