

Effective as of: September 1, 2023

Creator Email Sharing Terms

These Email Sharing Terms (“Terms”) are between you and X Corp., on behalf of itself and its Affiliates (collectively, “X” or “we”) and govern your participation in X’s Email Sharing Program (the “Program”). In these Terms, “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with X, and “you,” “your,” or “Creator” means you, an individual, company or any other entity with a X account participating in the Program (whether as creator or subscriber). If you are entering into these Terms on behalf of an entity, you represent and warrant you are authorized on such entity’s behalf.

To participate in the Program, you must be at least 18 years old, and meet the other eligibility requirements set forth in Section 2.

In addition to these Terms, your participation in this Program is subject to the Creator Subscriptions Terms, X Terms of Service, the X Privacy Policy, the X Rules and policies, the Creator Monetization Standards, and all policies incorporated therein (collectively, the “X User Agreement”).

Please read these Email Sharing Terms carefully to make sure you understand the applicable terms, conditions and exceptions. IF YOU LIVE IN THE UNITED STATES, THESE TERMS CONTAIN IMPORTANT INFORMATION THAT APPLY TO YOU ABOUT RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION RATHER THAN IN COURT, INCLUDING A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS AND THE RIGHT TO OPT OUT, AND A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST X MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED, WHICH IMPACTS YOUR RIGHTS AND OBLIGATIONS IF ANY DISPUTE WITH X ARISES. SEE SECTION 9 FOR DETAILS ON THESE PROVISIONS.

- 1. Acceptance**
- 2. Email Sharing Program**
- 3. Some Rules & Restrictions**
- 4. Additional Representations & Warranties**
- 5. Confidentiality**
- 6. Disclaimer**
- 7. Limitation of liability**
- 8. Indemnification**
- 9. Dispute resolution agreement--Binding arbitration and class action waiver**
- 10. Modification of terms**
- 11. You are not our employee**
- 12. Miscellaneous**

1. Acceptance

By participating in the Program (if you are approved by X) or otherwise indicating your acceptance (for example, by agreeing to these Terms), you represent and warrant that you have read, understand, and agree to be bound by these Terms. By agreeing to be bound by these Terms, you further consent to X's use of the data that you provide, we collect about you, or we infer about you to consider your acceptance to the Program. If you do not agree, do not participate in the Program.

2. Email Sharing Program

X provides a website and online services that allow Creators to create and share content, and engage with subscribers across our websites, apps, and other online services (such as on X) (together, the “**Services**”), and for subscribers to subscribe to access such Content on our Services (“**Subscribers**”).

X would like to provide Creators the option to collect Subscribers' email addresses, if Subscribers choose to share their email addresses, for off-platform communications. Likewise, X would like to provide Subscribers the option to share their email addresses with Creators for off-platform communications.

3. Some Rules & Restrictions

A. Creators

As a Creator, you agree to: (i) maintain a privacy policy that discloses to your Subscribers how you collect, use, share, and store their personal information including their email addresses; and (ii) obtain all necessary consents for using your Subscribers' email addresses, sending them commercial marketing communications, or for the purposes as notified by you to them and otherwise in accordance with your privacy policy.

When a Subscriber shares an email address with a Creator through our Services, the Creator is the owner of that information and agrees that: (i) X will act as a processor of that data subject to our Processor DPA, incorporated by this reference, for the purposes of providing the Program, (ii) Creator will not share sensitive or other data of any Subscriber with us, (iii) Creator will comply with any all applicable laws, rules, and regulations worldwide, including, without limitation, those related to marketing, privacy, and communications, (iv) Creator is responsible for your content, including its legality, reliability, and appropriateness, and (v) Creator will comply with these Terms, X User Agreement, and X's Code of Conduct.

Subscribers' email addresses are not owned, operated, or controlled by X. X has no control over, and assumes no responsibility for, the email addresses, any content, or practices of any Subscriber. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such email addresses, content, or practices of any Subscriber.

We may terminate your participation in the Program, suspend your account and access to any Service(s) and/or take any other action we deem appropriate, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms, X User Agreement, X's Code of Conduct or for any business, financial, or legal reasons. You will have an opportunity to appeal by writing to X by responding to the email we will send to you with meaningful evidence that your account should be reinstated. If the evidence is insufficient, or you fail to respond, we will cancel your participation and block future eligibility.

B. Subscribers

You may not use an email address of another person or entity or that is not lawfully available for use, an email address that is subject to any rights of another person or entity other than you without appropriate authorization, or an email address that may cause confusion or impersonate another.

Please note that if you share your email address with a Creator, X does not control how a Creator may use it. If you have a dispute regarding any usage, you understand and agree that such dispute is between you and the Creator directly.

We may terminate your participation in the Program, suspend your account and access to any Service(s) and/or take other action we deem appropriate, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms, X User Agreement, X's Code of Conduct or for any business, financial, or legal reasons. You will have an opportunity to appeal by writing to X by responding to the email we will send to you with meaningful evidence that your account should be reinstated. If the evidence is insufficient, or you fail to respond, we will cancel your participation and block future eligibility.

4. Additional Representations & Warranties

You represent, warrant, and covenant that: (a) you will not engage in, nor cause others to engage in, spamming or improper, malicious, or fraudulent marketing activities relating to your use of the Program and (b) your participation in this Program or use of the email address and any of your content, (i) will not violate any applicable law, statute, directive, ordinance, treaty, contract, or regulation, including, without limitation, any trade sanction(s) and/or import or export regulation(s) that applies to your use of the Service (for example, but not limited, to U.S. Export Administration Regulations and OFAC restrictions) (collectively, "Laws") and/or our Policies or guidelines, and (ii) and will not be false, deceptive, misleading, defamatory or libelous or include any forged TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Program or any content to send altered, deceptive or false source-identifying information. 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 these 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

our rights, property or safety or that of our users and the public. Any disclosure in connection with the foregoing will not include providing personally-identifying information to third parties except in accordance with our Privacy Policy.

5. Confidentiality

During and after your participation in the Program, you shall not disclose any proprietary and/or non-public information of X provided to you or to which you have access in connection with the Program (“**Confidential Information**”), except as authorized in writing by X or as required by law or court order, provided: (a) you will promptly notify X in writing of the requirement for disclosure, and (b) disclose only that portion of the Confidential Information legally required. You shall promptly notify X of any actual or suspected misuse or unauthorized disclosure of Confidential Information. Upon termination of these Terms and/or your participation in the Program, you will promptly destroy or erase any Confidential Information in your possession or control.

6. Disclaimer

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROGRAM (OR FEATURES THEREOF) MAY BE EXPERIMENTAL IN NATURE AND/OR IN A BETA PHASE AND AGREE THAT ACCESS TO AND/OR USE OF THE PROGRAM (OR FEATURES THEREOF) IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM (OR FEATURES THEREOF) ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. X DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE. X MAKES NO WARRANTIES OR REPRESENTATIONS AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR: (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE PROGRAM (OR FEATURES THEREOF), AND (II) WHETHER THE PROGRAM (OR FEATURES THEREOF) WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. X DOES NOT CONTROL, ENDORSE OR ADOPT YOUR ACCOUNT (INCLUDING ANY CONTENT, FEATURES OR BENEFITS THEREIN).

7. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X 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, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO, USE OF OR PARTICIPATION IN (OF INABILITY TO ACCESS, USE OR PARTICIPATE IN) THE PROGRAM; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE X SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE X SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (US\$100.00) OR THE AMOUNT PAID TO YOU BY X, IF ANY, IN THE PAST SIX MONTHS UNDER THESE TERMS PRIOR TO THE EVENT 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 X 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. THE "X ENTITIES" REFERS TO X, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS.

APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITY. TO THE EXTENT REQUIRED BY APPLICABLE LAW IN YOUR JURISDICTION, THE ABOVE DOES NOT LIMIT THE X ENTITIES' LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL CONDUCT. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE X ENTITIES' MAXIMUM AGGREGATE LIABILITY FOR ANY NON-EXCLUDABLE WARRANTIES IS LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100.00).

8. Indemnification

You will indemnify, defend, and hold us and our respective affiliates, parents, subsidiaries, directors, officers, employees, agents, representatives, successors and assigns ("Indemnified Parties"), harmless from, all claims (collectively, "**Claim(s)**") that arise out of or in connection with (a) your use of the Program and/or (b) your breach of your representations and warranties set forth in these Terms. You are solely responsible for defending any Claims against the Indemnified Parties, subject to such each's right to participate with counsel of its own choosing, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Claims against any of the Indemnified Parties. You will not agree to any settlement related to any Claims without our prior express written consent regardless of whether or not such settlement releases the applicable Indemnified Party from any obligation or liability.

9. Dispute resolution agreement--Binding arbitration and class action waiver

THIS SECTION APPLIES TO YOU ONLY IF YOU LIVE IN THE UNITED STATES. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

General. The following provisions are important with respect to the agreement between you and X regarding X's features and services memorialized by these Terms. Subject to the provisions below, including exceptions set forth

in this Section, you and X agree to arbitrate any disputes, claims, or controversies arising out of or relating to these Terms and/or your participation in the Program (individually a “Dispute,” or more than one, “Disputes”).

Initial Dispute Resolution. Most disputes between you and X can be resolved informally. You may contact us by writing to Paid Support here. When you contact us, please provide a brief description of the nature and bases for your concerns, your contact information, and the specific relief you seek. The parties shall use their best efforts through this support process to settle any Dispute. You and we agree that good faith participation in this informal process is required and must be completed as set forth above before either party can initiate arbitration regarding any Dispute.

BINDING ARBITRATION. If we cannot reach an agreed upon resolution with you regarding a Dispute within a period of thirty (30) days from the time informal dispute resolution commences under the Initial Dispute Resolution provision above, then either you or we may initiate binding arbitration, which will be the sole means to resolve any Dispute, subject to the terms set forth below and except for claims brought in small claims court or unless you opt out. Specifically, all Disputes shall be finally resolved exclusively through binding arbitration administered by the American Arbitration Association (“AAA”) in San Francisco, CA, and through a single mutually agreed upon arbitrator, in accordance with the provisions of the AAA’s Consumer Arbitration Rules, available at www.adr.org or by calling the AAA at 1.800.778.7879. **YOU AND X HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OR JUDGE.**

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute, including, but not limited to, any claim that all or any part of these Terms are void or voidable, or whether a Dispute is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, provided that such relief (including injunctive relief) is limited to your individual circumstances. Notwithstanding the requirements of this arbitration provision, if the Dispute involves a claim for public injunctive relief, you may choose to sever that claim from the arbitration proceeding and bring it in any court of proper jurisdiction. The arbitrator’s award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

YOU HAVE ONE YEAR TO BRING A CLAIM AGAINST X, UNLESS YOU OPT OUT. You must bring any claim against X within one (1) year after the date on which the claim arose or, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If you do not bring a claim within this period, you waive, to the fullest extent permitted by law, all rights you have to such claim and X will have no liability with respect to such claim.

Filing Process and Costs. To start an arbitration, you can get submission instructions at: <https://adr.org/Support>. X will pay the consumer’s initial filing fee of \$200 and costs of the arbitration up to the extent required and as defined in the AAA Consumer Arbitration Rules, but in no greater amounts other than set forth in this provision. If, however, the arbitrator determines that claims were filed for the purposes of harassment or were patently frivolous, the arbitrator can reallocate the arbitrator’s compensation and administrative fees, including the filing and hearing fees, as set forth in the AAA Consumer Arbitration Rules. The arbitration rules also permit you to recover attorneys’ fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location. Arbitration will take place on a documents-only basis or you can choose to conduct the proceedings by telephone, video, or in-person. For in-person arbitration, the proceedings will be in the city or county where you reside or, if you do not reside in the United States, in the State of California, County of San Francisco.

Class Action Waiver. YOU AND WE FURTHER AGREE THAT ANY CLAIMS MAY ONLY BE BROUGHT IN OUR INDIVIDUAL CAPACITIES AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless you and we both agree in writing, the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of representative or class proceeding.

Severability. If it is determined that any part of this Dispute Resolution Agreement cannot be enforced as to a particular claim for relief or remedy (such as injunctive relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in a court of proper jurisdiction and any other claims must be arbitrated.

Exception - Litigation of Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out. If you wish to opt out and not be bound by these arbitration provisions set forth above, you can send written notice of your decision to opt out to the following address:

X Corp.
Attn: Legal Department - Arbitration Opt Out
1355 Market Street, Suite 900
San Francisco, CA 94103

If you have already been accepted to the Program, you may submit your opt out notice by navigating to [by writing to Paid Support here](#).

Your written notification must include your name, X account handle, the email address or phone number associated with your account handle, and a clear statement that you do not wish to resolve Disputes with X.

The notice must be sent within 30 days of your acceptance of these Terms, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those provisions. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with X or the delivery of features or services to you by X. If you opt out of those provisions, X also will not be bound by them.

Changes to this Section. We will provide 60-days' notice of any material change to this Dispute Resolution Agreement. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

Choice of Law. THESE TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT AND INTERPRETING CASE LAW GOVERN THE INTERPRETATION AND ENFORCEMENT OF

THESE ARBITRATION PROVISIONS, WITHOUT REGARD TO STATE LAW. To the extent state substantive law applies to any Dispute, the law of the State of California shall apply, without regard to conflict of law provisions.

Survival. This Dispute Resolution Agreement survives the end of the relationship between you and X, including cancellation of or unsubscribing from any services or communications provided by X.

10. Modification of terms

We reserve the right to modify these Terms or discontinue this Program, or any part thereof, at any time, for any reason, including, for example, for business, financial, or legal reasons. We will attempt to notify you of material revisions, through means we deem appropriate in our sole discretion. Your continued participation in the Program after changes have become effective will be deemed as your acceptance of such changes. If any changes are not acceptable to you, you may terminate your participation in the Program by providing written notice to X by writing to Paid Support here.

The Email Sharing Terms are written in English but are made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the Email Sharing Terms shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the Email Sharing Terms.

11. You are not our employee

You understand that your relationship with us is solely that of a user of our services, as an independent entity. You are not our employee. No agency, partnership or joint venture is intended or created by these Terms or your participation in the Program. You maintain all rights and responsibilities for the nature and legality of your content, the manner in which it is created and offered, and whether you decide to offer it at all.

12. Miscellaneous

a. Feedback. You may provide X with comments concerning the Program and use of features and services provided by X ("Feedback"). You agree that X and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate, and otherwise use the Feedback, including derivative works thereto, for any and all commercial and non-commercial purposes with no expectation of payment, or attribution, of any kind by you. Nothing in this Agreement will prevent X from developing features, products or services that may be competitive with you or any end users' features, products or services.

b. Governing Law.

If you live in the United States, these Terms will be governed by the laws of the State of California and any Dispute that arises between you and X will be subject to Section 13 above (Dispute Resolution Agreement -- Binding Arbitration and Class Action Waiver).

If you live in an EU Member State, an EFTA State, or the UK, the mandatory laws of your country of residence will apply and legal proceedings may be brought in relevant courts according to and under your country of residence's laws.

If you live outside of the United States, an EU Member State, an EFTA State, or the UK, these Terms will be governed by the laws of the State of California.

c. Notices. Any notices to X must be sent to: X Corp., 1355 Market Street, Suite 900, San Francisco, CA 94103, Attn: Legal Department, via first class or air mail or overnight courier, with a copy via email to legalnotices@X.com and are deemed given upon receipt. Notice to you may be provided by sending email to the email address associated with your X account, or by posting a message to your X account or the X Service, and is deemed received when sent (for email) or posted.

d. Waiver. The failure of X to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. X's waiver of any default is not a waiver of any subsequent default.

e. Survival; Severability. Any obligations, which expressly or by their nature continue after termination of these Terms, shall survive and remain in effect after such happening. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of these Terms will remain in full effect.

f. Assignment. You may not assign or transfer these Terms, or any of your rights or obligations hereunder, and any such attempt will be null and void.

g. Force Majeure. Neither party will be liable for any delay or failure of or in performance of its obligations under these Terms due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of the public enemy, government acts, fire, floods, epidemics (including COVID-19), quarantine restrictions, strikes, civil commotions, act(s) or threatened act(s) of terrorism, failure or delay of telecommunications or technical equipment or infrastructure, or freight embargoes ("Force Majeure Event"), and each party shall be excused from performance of its obligations hereunder for the duration of such Force Majeure Event. If the Force Majeure Event precludes you from providing your Subscriptions account as represented by you, you will not be eligible to receive revenue for any of Subscriptions to your Subscriptions account that are cancelled or otherwise not carried out as represented by you.

h. Entire Agreement. These Terms (including the X User Agreement referenced herein) constitute the entire understanding between X and you with respect to the subject matter of these Terms and merges and supersedes all prior communications, understanding, and agreements between the parties concerning the subject matter, whether written or oral.