



Creator Email Sharing Terms

Effective as of: March 15, 2025

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, INCLUDING A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS, 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

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 and 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, the 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, the 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 and 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 and Class Action Waiver

a. 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 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**”). 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 litigation regarding any Dispute, except with respect to requests for emergency injunctive relief (“**Exempted Dispute**”). If we cannot reach an agreed upon resolution with you regarding a Dispute (other than an Exempted 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 litigation.

b. Choice of Law and Forum Selection.

This section applies to you only if you live in the United States, or if you live in any other country except an EU Member State, an EFTA State, or the UK. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. The laws of the State of Texas, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us, notwithstanding any other agreement between you and us to the contrary. All disputes related to these Terms, including any disputes, claims, or controversies arising out of or relating to these Terms, will be brought exclusively in the U.S. District Court for the Northern District of Texas or state courts located in Tarrant County, Texas, United States, and you consent to personal jurisdiction in those forums and waive any objection as to inconvenient forum. Without prejudice to the foregoing, you agree that, in its sole discretion, X may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction and venue over the claim.

If you are a federal, state, or local government entity in the United States 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, this Agreement 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 Texas (excluding choice of law).

This section applies to you only if you live in an EU Member State, an EFTA State, or the UK. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. To the

extent permitted by law, all disputes related to these Terms, including any disputes, claims, or controversies arising out of or relating to these Terms will be brought exclusively before a competent court in Ireland without regard to conflict of law provisions and will be governed by Irish law, notwithstanding any agreement between you and us to the contrary. Without prejudice to the foregoing, you agree that, in its sole discretion, X may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction and venue over the claim.

YOU HAVE ONE YEAR TO BRING A CLAIM AGAINST X. You must bring any claim against X arising out of or related to these Terms within one (1) year after the date of the occurrence of the event or facts giving rise to the dispute, 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 forever waive the right to pursue any claim or cause of action, of any kind or character, based on such events or facts, and such claims or causes of action are permanently banned, and X will have no liability with respect to such claim.

c. Class Action Waiver. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

d. Changes to this Section. We will provide 30-days' notice of any material change to this Dispute Resolution Section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day.

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. Notices. Any notices to X must be sent to: X Corp., 865 FM 1209, Building 2, Bastrop, TX 78602, USA, 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.