

Effective as of: November 12, 2021

TWITTER SPACES SPARK PROGRAM CREATOR TERMS

These Twitter Spaces Spark Program Creator Terms (“**Terms**”) govern your participation in the Twitter Spaces Spark Program (as further described below). In these Terms, “**Creator**,” “**you**,” or “**your**” means you, an individual, company or any other entity with a Twitter account participating in the Program. If you are entering into these Terms on behalf of an entity, you represent and warrant you are authorized on such entity’s behalf.

These Terms are between you and the entity identified below, which corresponds to where you live:

Your Location	Contracting Entity
If you live in the United States	Twitter, Inc., with an office located at 1355 Market Street, Suite 900, San Francisco, CA, 94103, USA

To participate in the Twitter Spaces Spark Program, you must be at least 18 years old, a lawful resident of a country where the Program is supported and meet the other eligibility requirements set forth in Section 2.

In addition to these Terms, your participation in the Twitter Spaces Spark Program is subject to the Twitter [Terms of Service](#), the Twitter [Privacy Policy](#), the [Twitter Rules and policies](#) (including the [Content Monetization Standards](#)) and all policies incorporated therein (collectively, the “**Twitter User Agreement**”) and the [Twitter Supplier Code of Conduct](#).

To the extent you host any Ticketed Spaces in connection with your participation in this Twitter Spaces Spark Program, you also agree to abide by the [Ticketed Spaces Creator Terms](#) and the [Ticketed Spaces policy](#).

Please read these Twitter Spaces Spark Creator 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 TWITTER MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED, WHICH IMPACTS YOUR RIGHTS AND OBLIGATIONS IF ANY DISPUTE WITH TWITTER ARISES. SEE SECTION 12 FOR DETAILS ON THESE PROVISIONS.

Acceptance. By participating in the Twitter Spaces Spark Program (if you are approved by Twitter) and/or otherwise indicating your acceptance to these Terms (for example, by clicking “I Agree,”), you represent and warrant that you have read, understand, and agree to be bound by these Terms. If you do not agree, do not participate in the Twitter Spaces Spark Program.

1. TWITTER SPACES SPARK PROGRAM.

The Twitter Spaces Spark Program is an accelerator initiative that is designed to discover and support Twitter Spaces (“**Twitter Spaces**”) being hosted by creators (the “**Program**”) on the Twitter platform, which includes, without limitation, the service currently located at www.twitter.com and any successor site thereto, and all Twitter owned, operated and/or controlled applications and APIs (collectively, the “**Twitter Service**”).

If you are approved to be part of the Program (as further described below in Section 2), the term of your participation in the Program will begin on the date you receive notice from Twitter that you have been formally accepted to the Program and will continue through February 28, 2022 (the “**Program Participation Period**”), provided that Creator and Twitter may agree in writing to extend the Program Participation Period. Any offer made by Twitter to Creator to extend the Program Participation Period will be in Twitter’s sole discretion.

2. ELIGIBILITY FOR THE PROGRAM AND OTHER REQUIREMENTS; RELEASE.

The eligibility requirements for the Program can be found [here](#). Participation in the Program is subject to prior approval by Twitter.

Please note that employees of Twitter, Our Services and Corporate Affiliates are ineligible for participation in the Program.

Twitter uses a third party payment processor, Stripe (the “**Payment Processor**”), to issue payments in connection with the Program. To be part of the Program, you will need to have a confirmed account with the Payment Processor, who will require you to meet certain identity verification requirements, such as providing proof of identity and/or residence. If you provide the Payment Processor an address outside of the State of California, you verify that you perform the services under these Terms outside of the State of California. You will also be required to submit payment and tax information to the Payment Processor. If Twitter or the Payment Processor determines as part of the application or payment onboarding process, or later, that payments cannot be made to you for any reason, you cannot be part of the Program. By accepting these Terms, you expressly authorize Twitter to access data about your Payment Processor connected account activity and transactions and to conduct other activities in connection with the processing and monitoring of payments made to you under these Terms.

You acknowledge that, when you submitted your application, you consented to Twitter’s use of the data and information that you provided in the application form to consider your eligibility for the Program, consistent with Twitter’s [Privacy Policy](#).

RELEASE. Where permissible and to the fullest extent permitted by law, Creator releases and holds harmless the Twitter Entities (defined below) from and against any and all claims, actions, and/or liabilities for any loss, injuries, damages, expenses and/or costs, including attorneys’ fees (including those, without limitation, based on copyright, Lanham Act, or trademark) arising out of, resulting from, or in connection with the use of information and/or materials submitted by Creator in connection with applying for and/or participating in the Program. This further includes, without limitation, any claim alleging that any existing or future project or content of any Twitter Entity or any third party is purportedly similar to, derivative of, or infringes upon any such information and/or materials. IT IS UNDERSTOOD AND AGREED THAT, WITH RESPECT TO THE FOREGOING, THIS IS A COMPLETE RELEASE AND DISCHARGE OF ALL CLAIMS, ACTIONS AND/OR LIABILITIES AGAINST THE TWITTER ENTITIES, AND THAT NO

ACTION WILL BE TAKEN BY ME OR ON MY BEHALF (INCLUDING, WITHOUT LIMITATION, BY MY PARENTS, GUARDIANS, HEIRS, EXECUTORS, AND ADMINISTRATORS).

3. CREATOR OBLIGATIONS AND RESTRICTIONS.

As part of the Program, you will be required to host a minimum of two (2) Twitter Spaces each week throughout the Program Participation Period. The subject matter and topic of your conversations in your Twitter Spaces are up to you, provided your conduct and content in your Twitter Spaces must be in compliance with these Terms, the Twitter User Agreement, the Twitter Supplier Code of Conduct and applicable laws, rules and regulations.

Furthermore, you agree that the following rules and restrictions apply to participation in the Program:

- a. You are solely responsible for your conduct and content in your Twitter Spaces, which includes, without limitation, ensuring that your Twitter Spaces take place as represented by you and that you accurately describe your Twitter Spaces.
- b. You agree that: (a) nothing in your Twitter Spaces is misleading or deceptive; (b) verbal statements made by you are truthful and substantiated; (c) any opinions, findings or experiences you share in your Twitter Spaces are honest and accurate; and (d) if applicable, you will include any disclosures required to indicate your participation in a paid partnership (e.g., paid product placements, endorsements, or advertisements) involving your Twitter Spaces.
- c. Twitter or the Payment Processor may impose additional limits based on anti-money laundering, sanctions or anti-fraud laws or policies, including, without limitation, Twitter or the Payment Processor may block any transaction it determines to be, but not limited to, fraudulent or illegal activity or potentially fraudulent or illegal activity. We or the Payment Processor may withhold payments under these Terms that we believe may involve a violation of any law, rule or regulations.
- d. You may not participate in the Program if you are a person with whom U.S. persons are not permitted to have dealings pursuant to economic sanctions, including, without limitation, sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control or any other applicable sanctions authority ("**Prohibited Person**"). This includes, without limitation, persons located in, or a citizen of, or ordinarily resident in, the following countries and regions: Cuba, Iran, the Crimea Region of Ukraine, North Korea and Syria. You represent and warrant that you are not a Prohibited Person.

Violation of any of the above rules and restrictions may lead to termination of your participation in the Program and/or withholding of payments due under these Terms.

4. PAYMENT TERMS; TWITTER ADS CREDIT.

In consideration for participating in the Program and your performance under these Terms, during the Program Participation Period, Twitter will pay you US\$2,500 per month ("**Monthly Fee**") in accordance with the payment terms set forth herein. Except for the Monthly Fee, Twitter will not reimburse you for any expenses or other costs incurred in connection with your performance under these Terms or your participation in the Program.

Any and all payments made to you under these Terms will be handled by the Payment Processor. The processing of payments will be subject to, and you agree to comply with, the user agreements, terms of service, privacy policies and other policies of the Payment Processor and your bank. Twitter will not be responsible or liable for any errors made by the Payment Processor or your bank. All payments will be made in US Dollars. If you desire payments in another currency, the Payment Processor will handle the conversion, provided you will be responsible for any conversion or transfer fees. In addition, select forms of payment may carry additional processing fees that you are responsible for paying. We will issue payments to you through the Payment Processor approximately the last day of each calendar month throughout the Program Participation Period (i.e., December 31, 2021, January 31, 2022 and February 28, 2022), provided Twitter will not be responsible for, or guarantee, the time required to process and transfer the funds, nor when you will receive funds in your account.

No payment will be issued by the Payment Processor for any amount of less than fifty US Dollars (US\$50.00) (“**Minimum Payment Threshold**”). All unpaid amounts below the Minimum Payment Threshold will roll over to the next pay period until the Minimum Payment Threshold has been met or exceeded. We will not pay, and you will not be entitled to, any interest on payment amounts that are delayed.

In order to receive payments, you are responsible for making sure your tax, banking and/or other payment information provided to the Payment Processor is up-to-date, complete and accurate. If the Payment Processor is unable to make a payment to you for any reason, we may terminate or suspend your eligibility to receive payments under these Terms and/or participate in the Program. You will be responsible for paying any fees charged by the Payment Processor and/or your bank incurred as a result of a failed/rejected payment that was attempted to be made to you. Any payment to you is always conditioned upon any fraud and other legal checks that we or the Payment Processor may (in our and their discretion) put in place and conduct. Unless otherwise pre-approved in writing by an authorized representative of Twitter, you may not permit a third party to receive payment on your behalf under these Terms.

In addition to the Monthly Fee, in connection with your participation in the Program, Twitter may offer you Twitter ads credit (“**Twitter Ads Credit**”) to use towards promoting your Twitter Spaces. To utilize the Twitter Ads Credit, you will need to create a Twitter advertising account and meet the necessary requirements to establish the account in good standing, including, without limitation, providing your credit card and agreeing to the [Twitter Ads MSA](#). Additional terms and conditions that apply to the use of the Twitter Ads Credit (for example, expiration date of the Twitter Ads Credit and other restrictions) will be disclosed in communications made available to you when the Twitter Ads Credit is provided to you. You are solely responsible for reviewing any additional terms and conditions governing your use of Twitter Ads Credit. Twitter Ads Credit is non-transferable between Twitter accounts. **You will not receive a notification once your Twitter Ads Credit is used up. Any additional advertising costs will be charged to the form of payment you provided when setting up your Twitter advertising account. If you do not want to continue to be charged, you can pause or delete your advertising campaigns at any time through your Twitter advertising account dashboard.**

5. YOU ARE RESPONSIBLE FOR PAYING YOUR TAXES.

You are responsible for paying applicable Taxes (as defined below), if any, due to taxing authorities arising from, or in connection with, your receipt of any payments under these Terms. Twitter may deduct or withhold any Taxes that it may be legally obligated to deduct or withhold from any amounts payable to you, and payment to you as reduced by such deductions or withholdings will constitute full payment and settlement of the amounts payable under these Terms. Each party will provide the other party with any tax documentation reasonably necessary to process payments hereunder. As used above, “**Taxes**” means any income, stamp, sales, use, value-added or other taxes, duties, charges, fees, deductions or withholdings.

6. ENDING THESE TERMS AND OTHER ACTIONS WE MAY TAKE.

These Terms will commence on the date you click to accept these Terms and will continue until the expiration of the Program Participation Period, unless earlier terminated by either party as provided in these Terms. You may opt out of participating in the Program at any time by providing written notice to spacespark@twitter.com. Twitter may terminate the Program Participation Period and these Terms, at any time, with or without cause, in Twitter’s sole discretion, including, without limitation, if you misrepresent yourself or any of your Twitter Spaces; violate these Terms, the Twitter User Agreement, the Twitter Supplier Code of Conduct or any applicable laws, rules or regulations; no longer meet the eligibility requirements to participate in the Program; or if you fail to perform your obligations under these Terms (including if you are found to be canceling your Twitter Spaces frequently).

In addition, we reserve the rights, in our sole discretion, to suspend or remove you from the Program; to modify or discontinue, temporarily or permanently, the Program (in whole or in part); and/or to instruct the Payment Processor to withhold payment to you if we believe you or any of your Twitter Spaces are in breach or violation of these Terms, the Twitter User Agreement, the Twitter Supplier Code of Conduct or any applicable laws, rules or regulations. We will have no liability for taking any of the above actions.

Upon termination of these Terms and/or your participation in the Program: (a) the rights and obligations under these Terms will immediately cease, including without limitation, Twitter will have no further obligation to pay the Monthly Fee, issue any Twitter Ads Credit or provide any other type of support for your Twitter Spaces pursuant to these Terms, (b) any and all liabilities accrued before the effective date of the termination will survive, subject to the following: (i) if your earned balance in the Payment Processor account at the time of termination of these Terms is greater than the Minimum Payment Threshold, the Payment Processor will attempt to pay you for amounts earned and unpaid. If, however, the Payment Processor is unable to remit payment to you due to circumstances beyond its control, you will automatically forfeit all such amounts and Twitter will own any and all such amounts; or (ii) if your earned balance is less than the Minimum Payment Threshold, such balance will not be paid and will automatically be forfeited and Twitter will own any such amounts.

7. CONFIDENTIALITY.

During and after your participation in the Program, you shall not disclose any proprietary and/or non-public information of Twitter provided to you or to which you have access in connection with the Program (“**Confidential Information**”), except as authorized in writing by Twitter or as required by law or court order, provided: (a) you will promptly notify Twitter in writing of the

requirement for disclosure, and (b) disclose only that portion of the Confidential Information legally required. You shall promptly notify Twitter 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.

8. DISCLAIMER.

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROGRAM AND TWITTER SPACES (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 AND TWITTER SPACES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM AND TWITTER SPACES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TWITTER 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. TWITTER MAKES NO WARRANTIES OR REPRESENTATIONS AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR: (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE PROGRAM AND TWITTER SPACES, AND (II) WHETHER THE PROGRAM OR TWITTER SPACES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. TWITTER DOES NOT CONTROL, ENDORSE OR ADOPT YOUR TWITTER SPACES (INCLUDING ANY CONTENT OR CONDUCT THEREIN).

9. 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, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO, USE OF OR PARTICIPATION IN (OF INABILITY TO ACCESS, USE OR PARTICIPATE IN) TWITTER SPACES AND/OR THE PROGRAM; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE TWITTER SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE TWITTER 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 (US\$100.00) OR THE AMOUNT PAID TO YOU BY TWITTER, 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 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. THE "TWITTER ENTITIES" REFERS TO TWITTER, 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 TWITTER 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 TWITTER ENTITIES' MAXIMUM AGGREGATE LIABILITY FOR ANY NON-EXCLUDABLE WARRANTIES IS LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100.00).

10. REPRESENTATIONS AND WARRANTIES.

You represent and warrant that: (a) you have, or have obtained, and will maintain all rights, authorizations and licenses that are necessary to perform your obligations under these Terms and to offer, host and promote your Twitter Spaces in connection with the Program without further payments by Twitter to any third party, (b) all of the information provided by you to Twitter and/or the Payment Processor to enroll and participate in the Program is correct, accurate, complete and current at all times, (c) you are at least eighteen (18) years of age, (d) you have all necessary rights, power, and authority to enter into these Terms, (e) you comply, and will continue to comply, with all applicable laws, rules, statutes, ordinances, regulations and ethical obligations in your performance of any acts hereunder (including, without limitation, any relevant data protection and privacy laws; anti-corruption and anti-money laundering laws; laws applicable to the public administration and to elections; laws applicable to contests, promotions or giveaways; advertising laws and Federal Trade Commission (FTC) rules and regulations such as the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising), and you will not cause Twitter and/or the Payment Processor to be in violation of any of the foregoing, (f) you will at all times adhere to the Twitter User Agreement and Twitter Supplier Code of Conduct, and (g) your Twitter Spaces will not violate or infringe the rights of any third party (including copyright, trademark, service mark, trade secret, contract, privacy or right of publicity rights) or contain any material that, if relied upon, might cause harm or injury to any person or property.

11. INDEMNITY.

You agree to indemnify, defend and hold Twitter Entities (collectively, "**Indemnified Persons**") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of or related to: (a) your participation in the Program, (b) breach of your representations, warranties and obligations as set forth in these Terms, or (c) your negligence or misconduct. Your indemnification obligations hereunder will be subject to: (i) the Indemnified Persons providing prompt written notice of the claim to you, provided that any delay in notification will not relieve you of your indemnification obligations except and solely to the extent that such delay materially impairs your ability to defend such claim, (ii) the Indemnified Persons reasonably cooperating with you with respect to the defense and settlement of such claim, and (iii) you permitting Twitter, at its option, to participate in and control the defense and settlement of such claim. You will not settle any such claim that may compromise any interest of the Indemnified

Persons without the Indemnified Persons' prior written consent; provided that the Indemnified Persons will reasonably cooperate with such defense or settlement, at your request and expense.

12. 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 Twitter regarding Twitter's features and services memorialized by these Terms. Subject to the provisions below, including exceptions set forth in this Section 12, you and Twitter 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 Twitter can be resolved informally. You may contact the support team by using the ["Help with paid features" form](#). 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 TWITTER 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 TWITTER, UNLESS YOU OPT OUT. You must bring any claim against Twitter 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 Twitter 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>. Twitter 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:

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

You may also submit your opt out notice by contacting the support team by using the [“Help with paid features” form](#).

Your written notification must include your name, Twitter 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 Twitter.

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 Twitter or the delivery of features or services to you by Twitter. If you opt out of those provisions, Twitter 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 Twitter, including cancellation of or unsubscribing from any services or communications provided by Twitter.

13. MODIFICATION OF TERMS.

We reserve the right to modify these Terms, from time to time. We will notify you of material revisions, for example via a service notification or an email to the email associated with your account. 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 Twitter.

14. 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 and you have no authority to bind Twitter by contract or otherwise. You shall not be entitled to any benefits accorded to Twitter’s employees, including, without limitation, worker's compensation, disability insurance, or any Twitter-sponsored employee benefits. 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.

15. MISCELLANEOUS.

a. Feedback. Creator may provide Twitter with comments concerning the Program and/or Creator's evaluation and use of features and services provided by Twitter ("**Feedback**"). Creator agrees that Twitter 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 Creator. Nothing in these Terms will prevent Twitter from developing features, products or services that may be competitive with Creator's or any Creator's clients or end users' features, products or services.

b. Governing Law. These Terms will be governed by the laws of the State of California and any Dispute that arises between you and Twitter will be subject to Section 12 above (Dispute Resolution Agreement -- Binding Arbitration and Class Action Waiver).

c. Notices. Except as set forth in Section 12 above, any notices to Twitter sent pursuant to these Terms must be sent to: Twitter, Inc., 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@twitter.com and are deemed given upon receipt. Notice to you may be provided by sending email to the email address associated with your Twitter account, or by posting a message to your Twitter account or the Twitter Service, and is deemed received when sent (for email) or posted.

d. Waiver. The failure of Twitter to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Twitter'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 thereafter, including Sections 5 and 7 through 15. 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 a Force Majeure Event delays, disrupts or interrupts your performance under these Terms, then Twitter shall not be required to continue to pay the Monthly Fee nor issue any Twitter Ads Credit for the affected period and Creator will use its best efforts to resume performance at its expense. If Creator fails for any reason to resume performance as contemplated by these Terms within five (5) days after a Force Majeure Event ceases, Twitter may terminate these Terms pursuant to Section 6 above.

h. Entire Agreement. These Terms (including the terms and policies referenced herein) constitute the entire understanding between Twitter 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.