

# Twitter User Agreement



If you live outside the European Union or European Economic Area including the United States, the Twitter User Agreement comprises these Terms of Service, our Privacy Policy, the Twitter Rules and Policies, and all incorporated policies

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#### **Twitter Terms of Service**

# If you live outside the European Union or European Economic Area including the United States

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

# 1 Who May Use the Services

You may use the Services only if you agree to form a binding contract with Twitter and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.



### 2 Privacy

Our <u>Privacy Policy</u> (https://www.twitter.com/privacy) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Twitter and its affiliates.

#### 3 Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<a href="https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations">https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations</a> and <a href="https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts">https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts</a>).



If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<a href="https://help.twitter.com/forms/dmca">https://help.twitter.com/forms/dmca</a>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900 San Francisco, CA 94103

Reports: https://help.twitter.com/forms/dmca

Email: copyright@twitter.com

(for content on Twitter)

Twitter, Inc.

Attn: Copyright Agent - Periscope 1355 Market Street, Suite 900 San Francisco, CA 94103

Reports: https://help.twitter.com/forms/dmca

Email: <a href="mailto:copyright@pscp.tv">copyright@pscp.tv</a>
(for content on Periscope)

# Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.



Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

### 4 Using the Services

Please review the <u>Twitter Rules and Policies</u> (and, for Periscope, the <u>Periscope</u> <u>Community Guidelines</u> at <a href="https://www.pscp.tv/content">https://www.pscp.tv/content</a>), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping



the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

If you use developer features of the Services, including but not limited to Twitter for Websites (https://dev.twitter.com/web/overview), Twitter Cards (https://dev.twitter.com/cards/overview), Public API (https://dev.twitter.com/streaming/public), or Sign in with Twitter (https://dev.twitter.com/web/sign-in), you agree to our Developer Agreement (https://dev.twitter.com/overview/terms/agreement) and Developer Policy (https://dev.twitter.com/overview/terms/policy). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on dev.twitter.com. If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (https://hackerone.com/twitter). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our <u>Twitter Master</u> Services Agreement (https://ads.twitter.com/terms).

If you use Super Hearts, Coins, or Stars on Periscope, you must agree to our <u>Super</u> Hearts Terms (https://legal.twitter.com/en/periscope/super/terms.html).



#### **Your Account**

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

#### Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

#### **Ending These Terms**

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <a href="https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account">https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account</a> (and for Periscope, <a href="https://help.pscp.tv/customer/portal/articles/2460220">https://help.pscp.tv/customer/portal/articles/2460220</a>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.



We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the <a href="Iwitter Rules and Policies">Iwitter Rules and Policies</a> or <a href="Periscope Community Guidelines">Periscope Community Guidelines</a>, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply:

II, III, V, and VI. If you believe your account was terminated in error you can file an appeal following the steps found in our <a href="Help Center">Help Center</a> (<a href="https://help.twitter.com/forms/general?subtopic=suspended">https://help.twitter.com/forms/general?subtopic=suspended</a>). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

# 5 Disclaimers and Limitations of Liability

#### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to Twitter, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.



#### **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 OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID TWITTER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### 6 General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at <a href="twitter.com/tos">twitter.com/tos</a>, will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Twitter. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.



If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter, Inc., 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. If you have any questions about these Terms, please contact <u>us</u>.

Effective: January 1st 2020



#### **Twitter Terms of Service**

# If you live in the European Union or European Economic Area

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<a href="https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates">https://help.twitter.com/en/rules-and-policies/twitter-services-and-corporate-affiliates</a>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

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Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations and https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts).



If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<a href="https://help.twitter.com/forms/dmca">https://help.twitter.com/forms/dmca</a>) or contacting our designated copyright agent at:

Twitter, Inc.

Attn: Copyright Agent

1355 Market Street, Suite 900 San Francisco, CA 94103

Reports: https://help.twitter.com/forms/dmca

Email: copyright@twitter.com

(for content on Twitter)

Twitter, Inc.

Attn: Copyright Agent - Periscope 1355 Market Street, Suite 900 San Francisco, CA 94103

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By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for Twitter to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by Twitter, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.



Twitter has an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twitter the license described above.

### 4 Using the Services

Please review the <u>Twitter Rules and Policies</u> (and, for Periscope, the <u>Periscope Community Guidelines</u> at <a href="https://pscp.tv/content">https://pscp.tv/content</a>), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for Twitter granting you access to and use of the Services, you agree that Twitter and its third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Twitter's computer systems, or the technical delivery systems of Twitter's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any



means (automated or otherwise) other than through our currently available. published interfaces that are provided by Twitter (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Twitter (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Twitter is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false sourceidentifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. Twitter does not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

If you use developer features of the Services, including but not limited to Twitter for Websites (https://dev.twitter.com/web/overview), Twitter Cards (https://dev.twitter.com/cards/overview), Public API (https://dev.twitter.com/streaming/public), or Sign in with Twitter (https://dev.twitter.com/web/sign-in), you agree to our Developer Agreement (https://dev.twitter.com/overview/terms/agreement) and Developer Policy (https://dev.twitter.com/overview/terms/policy). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Twitter Services, these Terms, or the terms provided on dev.twitter.com. If you are a security researcher, you are required to comply with the rules of the Twitter Vulnerability Reporting Program (https://hackerone.com/twitter). The requirements set out in the preceding paragraph may not apply to those participating in Twitter's Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our <u>Twitter Master</u> <u>Services Agreement</u> (https://ads.twitter.com/terms).

If you use Super Hearts, Coins, or Stars on Periscope, you agree to our <u>Super</u> Hearts Terms (https://legal.twitter.com/en/periscope/super/terms.html).



#### **Your Account**

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

#### Your License to Use the Services

Twitter gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Twitter and its licensors. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

#### **Ending These Terms**

You may end your legal agreement with Twitter at any time by deactivating your accounts and discontinuing your use of the Services. See <a href="https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account">https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account</a> (and for Periscope, <a href="https://help.pscp.tv/customer/portal/articles/2460220">https://help.pscp.tv/customer/portal/articles/2460220</a>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.



We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the Twitter Rules and Policies or Periscope Community Guidelines, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: II, III, V, and VI. If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.twitter.com/forms/general?subtopic=suspended). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

### **5 Limitation of Liability**

By using the Services you agree that Twitter, its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

#### 6 General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at <a href="twitter.com/tos">twitter.com/tos</a>, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.



In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Twitter's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

These Terms are an agreement between you and Twitter International Company, an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. If you have any questions about these Terms, please contact us.

Effective: January 1st 2020



### **Twitter Privacy Policy**

We believe you should always know what data we collect from you and how we use it, and that you should have meaningful control over both. We want to empower you to make the best decisions about the information that you share with us.

That's the basic purpose of this Privacy Policy.



#### You should read this policy in full, but here are a few key things we hope you take away from it:

- Twitter is public and Tweets are immediately viewable and searchable by anyone around the world. We give you non-public ways to communicate on Twitter too, through protected Tweets and Direct Messages. You can also use Twitter under a pseudonym if you prefer not to use your name.
- When you use Twitter, even if you're just looking at Tweets, we receive some personal information from you like the type of device you're using and your IP address. You can choose to share additional information with us like your email address, phone number, address book contacts, and a public profile. We use this information for things like keeping your account secure and showing you more relevant Tweets, people to follow, events, and ads.
- We give you control through your <u>settings</u> to limit the data we collect from you and how we use it, and to control things like account security, marketing preferences, apps that can access your account, and address book contacts you've uploaded to Twitter. You can also <u>download</u> information you have shared on Twitter.
- In addition to information you share with us, we use your Tweets, content you've read, Liked, or Retweeted, and other information to determine what topics you're interested in, your age, the languages you speak, and other signals to show you more relevant content. We give you <a href="transparency">transparency</a> into that information, and you can modify or correct it at any time.
- If you have questions about this policy, how we collect or process your personal data, or anything else related to our privacy practices, we want to hear from you. You can contact us at any time.



# 1 Information You Share With Us

We require certain information to provide our services to you. For example, you must have an account in order to upload or share content on Twitter. When you choose to share the information below with us, we collect and use it to operate our services.

#### 1.1 Basic Account Information

You don't have to create an account to use some of our service features, such as searching and viewing public Twitter profiles or watching a broadcast on Periscope's website. If you do choose to create an account, you must provide us with some personal data so that we can provide our services to you. On Twitter this includes a display name (for example, "Twitter Moments"), a username (for example, @TwitterMoments), a password, and an email address or phone number. Your display name and username are always public, but you can use either your real name or a pseudonym. You can also create and manage multiple Twitter accounts<sup>1</sup>, for example to express different parts of your identity.

<sup>&</sup>lt;sup>1</sup> The many sides of you. Let your identify run free. Explore your interests with a number of different identities.



#### 1.2 Public Information

Most activity on Twitter is public, including your profile information<sup>2</sup>, your time zone and language, when you created your account, and your Tweets and certain information about your Tweets like the date, time, and application and version of Twitter you Tweeted from. You also may choose to publish your location in your Tweets or your Twitter profile. The lists you create, people you follow and who follow you, and Tweets you Like or Retweet are also public. If you like, Retweet, reply, or otherwise publicly engage with an ad on our services, that advertiser might thereby learn information about you associated with the ad with which you engaged such as characteristics of the audience the ad was intended to reach. Periscope broadcasts you create, click on, or otherwise engage with, either on Periscope or on Twitter, are public along with when you took those actions. So are your hearts, comments, the number of hearts you've received, which accounts you are a Superfan of, and whether you watched a broadcast live or on replay. Any hearts, comments, or other content you contribute to another account's broadcast will remain part of that broadcast for as long as it remains on Periscope. Information posted about you by other people who use our services may also be public. For example, other people may tag you in a photo<sup>3</sup> (if your settings allow) or mention you in a Tweet.

You are responsible for your Tweets and other information you provide through our services, and you should think carefully about what you make public, especially if it is sensitive information. If you update your public information on Twitter, such as by deleting a Tweet or deactivating your account, we will reflect your updated content on Twitter.com, Twitter for iOS, and Twitter for Android.

By publicly posting content when you Tweet, you are directing us to disclose that information as broadly as possible, including through our APIs, and directing those accessing the information through our APIs to do the same. To facilitate the fast global dissemination of Tweets to people around the world, we use technology like application programming interfaces (APIs) and embeds to make that information available to websites, apps, and others for their use - for example, displaying Tweets on a news website or analyzing what people say on Twitter. We generally make this content available in limited quantities for free and charge licensing fees for large-scale access. We have standard terms that govern how this data can be used, and a compliance program to enforce these terms. But these individuals and companies are not affiliated with Twitter, and their offerings may not reflect updates you make on Twitter. For more information about how we make public data on Twitter available to the world, visit https://developer.twitter.com.

<sup>&</sup>lt;sup>2</sup> Hello, World! Your profile information is displayed under your photo and username on your profile page.

<sup>&</sup>lt;sup>3</sup> **Keep a low profile.** Friend want to tag you in a photo? Lucky you. If you re not into that sort of thing, you can always change your settings.



### 1.3 Contact Information and Address Books

We use your contact information, such as your email address or phone number, to authenticate your account and keep it - and our services - secure, and to help prevent spam, fraud, and abuse. We also use contact information to enable certain account features (for example, for <a href="Iogin verification">Iogin verification</a> or <a href="Twitter via SMS">Twitter via SMS</a>), and to send you information about our services, and to personalize our services, including ads. If you provide us with your phone number, you agree to receive text messages from <a href="Twitter to that number as your country's laws allow">Twitter also uses your contact information to market to you as your country's laws allow, and to help others find your account if your settings permit, including through third-party services and client applications. You can use your settings for <a href="email">email</a> and <a href="mobile notifications">mobile notifications</a> to control notifications you receive from <a href="Twitter">Twitter</a>. You can also unsubscribe from a notification by following the instructions contained within the notification or <a href="mobile notification">here</a>.

You can choose to upload and sync your address book on Twitter so that we can help you find and connect with people you know and help others find and connect with you. We also use this information to better recommend content to you and others.

You can sign up for Periscope with an account from another service like Twitter, Google, or Facebook, or connect your Periscope account to these other services. If you do, we will use information from that service, including your email address, friends, or contacts list, to recommend other accounts or content to you or to recommend your account or content to others. You can control whether your Periscope account is discoverable by email through your Periscope settings.

If you email us, we will keep the content of your message, your email address, and your contact information to respond to your request.

## **1.4 Direct Messages and Non-Public Communications**

We provide certain features that let you communicate more privately or control who sees your content. For example, you can use <u>Direct Messages</u> to have non-public conversations on Twitter, <u>protect your Tweets</u>, or host <u>private broadcasts</u> on Periscope. When you communicate with others by sending or receiving Direct Messages, we will store and process your communications and information related to them. This includes link scanning for malicious content, link shortening to <a href="http://t.co">http://t.co</a> URLs, detection of spam<sup>4</sup>, abuse and prohibited images, and use of reported issues. We also use information about whom you have communicated with and when (but not the content of those communications) to better understand the use of our services, to protect the safety and integrity of our platform, and to

<sup>&</sup>lt;sup>4</sup> **Spam stinks.** We scan your Direct Messages to try and prevent spam for you and our service.



show more relevant content. We share the content of your Direct Messages with the people you've sent them to; we do not use them to serve you ads. Note that if you interact in a way that would ordinarily be public with Twitter content shared with you via Direct Message, for instance by liking a Tweet, those interactions will be public. When you use features like Direct Messages to communicate, remember that recipients have their own copy<sup>5</sup> of your communications on Twitter - even if you delete your copy of those messages from your account - which they may duplicate, store, or re-share.

#### 1.5 Payment Information

You may provide us with payment information<sup>6</sup>, including your credit or debit card number, card expiration date, CVV code, and billing address, in order to purchase advertising or other offerings provided as part of our services.

## 1.6 How You Control the Information You Share with Us

Your Privacy and safety settings let you decide:

- Whether your Tweets are publicly available on Twitter
- Whether others can tag you in a photo
- Whether you will be able to receive Direct Messages from anyone on Twitter or just your followers
- Whether others can find you based on your email or phone number
- Whether you upload your address book to Twitter for storage and use
- When and where you may see sensitive content on Twitter
- Whether you want to block or mute other Twitter accounts

<sup>&</sup>lt;sup>5</sup> **Just like email.** Only send Direct Messages to people you trust. Remember, even though someone can't Retweet your Direct Messages, they still have a copy of your message.

<sup>&</sup>lt;sup>6</sup> **Approved by you.** We use your payment information to process transactions you've approved and for fraud detection.



# 2 Additional Information We Receive About You

We receive certain information when you use our services or other websites or mobile applications that include our content, and from third parties including advertisers. Like the information you share with us, we use the data below to operate our services.

#### 2.1 Location Information

We require information about your signup and current location, which we get from signals such as your IP address or device settings, to securely and reliably set up and maintain your account and to provide our services to you.

Subject to your settings, we may collect, use, and store additional information about your location - such as your current precise position or places where you've previously used Twitter - to operate or personalize our services including with more relevant content like local trends, stories, ads, and suggestions for people to follow. Learn more about Twitter's use of location <a href="here">here</a>, and how to set your Twitter location preferences <a href="here">here</a>. Learn more about how to share your location in Periscope broadcasts here.



#### 2.2 Links

In order to operate our services, we keep track of how you interact with links across our services. This includes links in emails we send you and links in Tweets that appear on other websites or mobile applications.

If you click on an external link or ad on our services, that advertiser or website operator might figure out that you came from Twitter or Periscope, along with other information associated with the ad you clicked such as characteristics of the audience it was intended to reach. They may also collect other personal data from you, such as cookie identifiers or your IP address.

#### 2.3 Cookies

A cookie is a small piece of data that is stored on your computer or mobile device. Like many websites, we use cookies and similar technologies to collect additional website usage data and to operate our services. Cookies are not required for many parts of our services such as searching and looking at public profiles. Although most web browsers automatically accept cookies, many browsers' settings can be set to decline cookies or alert you when a website is attempting to place a cookie on your computer. However, some of our services may not function properly if you disable cookies. When your browser or device allows it, we use both session cookies and persistent cookies to better understand how you interact with our services, to monitor aggregate usage patterns, and to personalize and otherwise operate our services such as by providing account security, personalizing the content we show you including ads, and remembering your language preferences. We do not support the Do Not Track browser option. You can learn more about how we use cookies and similar technologies here.

#### 2.4 Log Data

We receive information when you view content on or otherwise interact with our services, which we refer to as "Log Data," even if you have not created an account. For example, when you visit our websites, sign into our services, interact with our email notifications, use your account to authenticate to a third-party service, or visit a third-party service that includes Twitter content, we may receive information about you. This Log Data includes information such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, device information (including device and application IDs), search terms (including those not submitted as queries), and cookie information. We also receive Log Data when you click on, view, or interact with links on our services, including when you install another application through Twitter. We use Log Data to operate our services and ensure their secure, reliable, and robust performance. For example, we use Log Data to protect the security of accounts and to determine what content is popular on our services. We also use this data to improve the content we show you, including ads and to improve the effectiveness of our own marketing.

<sup>&</sup>lt;sup>7</sup> Not hungry? You can change your cookie settings in your web browser



We use information you provide to us and data we receive, including Log Data and data from third parties, to make inferences like what topics you may be interested in, how old you are, and what languages you speak. This helps us better promote and design our services for you and personalize the content we show you, including ads.

#### 2.5 Twitter for Web Data

When you view our content on third-party websites that integrate Twitter content such as embedded timelines or Tweet buttons, we may receive Log Data that includes the web page you visited. We use this information to better understand the use of our services, to protect the safety and integrity of our platform, and to show more relevant content, including ads. We do not associate this web browsing history with your name, email address, phone number, or username, and we delete, obfuscate, or aggregate it after no longer than 30 days. We do not collect this data from browsers that we believe to be located in the European Union or EFTA States.

#### 2.6 Advertisers and Other Ad Partners

Advertising revenue allows us to support and improve our services. We use the information described in this Privacy Policy to help make our advertising more relevant to you, to measure its effectiveness, and to help recognize your devices to serve you ads on and off of Twitter. Our ad partners and affiliates share information with us such as browser cookie IDs, mobile device IDs, hashed email addresses, demographic or interest data, and content viewed or actions taken on a website or app. Some of our ad partners, particularly our advertisers, also enable us to collect similar information directly from their website or app by integrating our advertising technology. Information shared by ad partners and affiliates or collected by Twitter from the websites and apps of ad partners and affiliates may be combined with the other information you share with Twitter and that Twitter receives about you described elsewhere in our Privacy Policy.

Twitter adheres to the Digital Advertising Alliance Self-Regulatory Principles for Online Behavioral Advertising (also referred to as "interest-based advertising") and respects the DAA's consumer choice tool for you to opt out of interest-based advertising at <a href="https://optout.aboutads.info">https://optout.aboutads.info</a>. In addition, our ads policies prohibit advertisers from targeting ads based on <a href="categories">categories</a> that we consider sensitive or are prohibited by law, such as race, religion, politics, sex life, or health. Learn more about your privacy options for interest-based ads <a href="here">here</a>.

If you are an advertiser or a prospective advertiser, we process your personal data to help offer and provide our advertising services. You can update your data in your Twitter Ads dashboard or by contacting us directly as described in this Privacy Policy.



#### 2.7 Developers

If you access our APIs or developer portal, we process your personal data to help provide our services. You can update your data by contacting us directly as described in this Privacy Policy.

#### 2.8 Other Third Parties and Affiliates

We may receive information about you from third parties who are not our ad partners, such as others on Twitter, partners who help us evaluate the safety and quality of content on our platform, our <u>corporate affiliates</u>, and other services you link to your Twitter account.

You may choose to connect your Twitter account to accounts on another service, and that other service may send us information about your account on that service. We use the information we receive to provide you features like cross-posting or cross-service authentication, and to operate our services. For integrations that Twitter formally supports, you may revoke this permission at any time from your application settings; for other integrations, please visit the other service you have connected to Twitter.

# 2.9 Personalizing Based On Your Inferred Identity

When you log into Twitter on a browser or device, we will associate that browser or device with your account for purposes such as authentication, security, and personalization. Subject to your settings, we may also associate your account with browsers or devices other than those you use to log into Twitter (or associate your logged-out device or browser with other browsers or devices). When you provide other information to Twitter, including an email address, we associate that information with your Twitter account. Subject to your settings, we may also use this information in order to infer other information about your identity, for example by associating your account with hashes of email addresses that share common components with the email address you have provided to Twitter. We do this to operate and personalize our services. For example, if you visit websites with sports content on your laptop, we may show you sports-related ads on Twitter for Android and, if the email address associated with your account shares components with another email address, such as shared first name, last name, or initials, we may later match advertisements to you from advertisers that were trying to reach email addresses containing those components.



# 2.10 How You Control Additional Information We Receive

Your Twitter Personalization and data settings let you decide:

- Whether we show you interest-based ads on and off Twitter
- How we personalize <u>based on your inferred identity</u>
- Whether we collect and use your precise location
- Whether we personalize your experience based on where you've been
- Whether we keep track of the websites where you see Twitter content

You can use Your Twitter data to review:

- Advertisers who have included you in tailored audiences to serve you ads
- Demographic and interest data about your account from our ads partners
- Information that Twitter has inferred about you such as your age range, gender, languages, and interests

We also provide a version of these tools on Twitter if you don't have a Twitter account, or if you're logged out of your account. This lets you see the data and settings for the logged out browser or device you are using, separate from any Twitter account that uses that browser or device. On Periscope, you can control whether we personalize your experience based on your watch history through your settings.

Please see here for more details of how we collect and use your data.



# 3 Information We Share and Disclose

As noted above, Twitter is designed to broadly and instantly disseminate information you share publicly through our services. In the limited circumstances where we disclose your private personal data, we do so subject to your control, because it's necessary to operate our services, or because it's required by law.

#### 3.1 Sharing You Control

We share or disclose your personal data with your consent or at your direction, such as when you <u>authorize a third-party web client or application</u> to access your account or when you direct us to share your feedback with a business. If you've shared information like Direct Messages or protected Tweets with someone else who accesses Twitter through a third-party service, keep in mind that the information may be shared with the third-party service.

Subject to your settings, we also provide certain third parties with personal data to help us offer or operate our services. For example, we share with advertisers the identifiers of devices that saw their ads, to enable them to measure the effectiveness of our advertising business. You can learn more about these partnerships in our Help Center, and you can control whether Twitter shares your personal data in this way by using the "Share your data with Twitter's business partners" option in your Personalization and Data settings. (This setting does not control sharing described elsewhere in our Privacy Policy, such as when we share data with our service providers.) The information we share with these partners does not include your name, email address, phone number, or Twitter username, but some of these partnerships allow the information we share to be linked to other personal information if the partner gets your consent first.



#### 3.2 Service Providers

We engage <u>service providers</u> to perform functions and provide services to us in the United States, Ireland, and other countries. For example, we use a variety of third-party services to help operate our services, such as hosting our various blogs and wikis, and to help us understand the use of our services, such as Google Analytics. We may share your private personal data with such service providers subject to obligations consistent with this Privacy Policy and any other appropriate confidentiality and security measures, and on the condition that the third parties use your private personal data only on our behalf and pursuant to our instructions (service providers may use other non-personal data for their own benefit). We share your payment information with payment services providers to process payments; prevent, detect, and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit and debit cards.

#### 3.3 Law, Harm, and the Public Interest

Notwithstanding anything to the contrary in this Privacy Policy or controls we may otherwise offer to you, we may preserve, use, or disclose your personal data or other safety data if we believe that it is reasonably necessary to comply with a law, regulation, <u>legal process</u>, or governmental request; to protect the safety of any person; to protect the safety or integrity of our platform, including to help prevent spam, abuse, or malicious actors on our services, or to explain why we have removed content or accounts from our services<sup>8</sup>; to address fraud, security, or technical issues; or to protect our rights or property or the rights or property of those who use our services. However, nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your personal data.

#### 3.4 Affiliates and Change of Ownership

In the event that we are involved in a bankruptcy, merger, acquisition, reorganization, or sale of assets, your personal data may be sold or transferred as part of that transaction. This Privacy Policy will apply to your personal data as transferred to the new entity. We may also disclose personal data about you to our corporate affiliates in order to help operate our services and our affiliates' services, including the delivery of ads.

#### 3.5 Non-Personal Information

We share or disclose non-personal data, such as aggregated information like the total number of times people engaged with a Tweet, demographics, the number of people who clicked on a particular link or voted on a poll in a Tweet (even if only one did), the topics that people are Tweeting about in a particular location, some inferred interests, or reports to advertisers about how many people saw or clicked on their ads.

<sup>&</sup>lt;sup>8</sup> **Transparency matters.** We remove content from our services when it violates our rules, like if it glorifies violence. When that content is gone, we want you to know.



# 4 Managing Your Personal Information With Us

You control the personal data you share with us. You can access or rectify this data at any time. You can also deactivate your account. We also provide you tools to object, restrict, or withdraw consent where applicable for the use of data you have provided to Twitter. And we make the data you shared through our services portable and provide easy ways for you to contact us. Please note, to help protect your privacy and maintain security, we take steps to verify your identity before granting you access to your personal information or complying with deletion, portability, or other related requests.



### 4.1 Accessing or Rectifying Your Personal Data

If you have registered an account on Twitter, we provide you with tools and <u>account settings</u> to access, correct, delete, or modify the personal data you provided to us and associated with your account. You can download certain account information, including your Tweets, by following the instructions <u>here</u>. On Periscope, you can request correction, deletion, or modification of your personal data, and download your account information, by following the instructions <u>here</u>. You can learn more about the interests we have inferred about you in <u>Your Twitter Data</u> and request access to additional information <u>here</u>. To submit a request related to access, modification or deletion of your information, you may also contact us as specified in the How To Contact Us section of our Privacy Policy (<u>Additional Information or Assistance</u>).

#### 4.2 Deletion

We keep Log Data for a maximum of 18 months. If you follow the instructions <a href="here">here</a>), your account will be deactivated. When deactivated, your Twitter account, including your display name, username, and public profile, will no longer be viewable on Twitter.com, Twitter for iOS, and Twitter for Android. For up to 30 days after deactivation it is still possible to restore your Twitter account if it was accidentally or wrongfully deactivated.

Keep in mind that search engines and other third parties may still retain copies of your public information, like your profile information and public Tweets, even after you have deleted the information from our services or deactivated your account. Learn more here.

### 4.3 Object, Restrict, or Withdraw Consent

When you are logged into your Twitter account, you can manage your privacy settings and other account features <a href="here">here</a> at any time. It may take a short amount of time for privacy settings to be fully reflected throughout our systems.



#### 4.4 Portability

Twitter provides you a means to download the information you have shared through our services by following the steps <u>here</u>. Periscope provides you a means to download the information you have shared through our services by following the steps <u>here</u>.

# 4.5 Additional Information or Assistance

Thoughts or questions about this Privacy Policy? Please let us know by contacting us here or writing to us at the appropriate address below.

If you live in the United States or any other country outside of the European Union or the European Economic Area, the data controller responsible for your personal data is Twitter, Inc. with an address of:

Twitter, Inc.

Attn: Privacy Policy Inquiry 1355 Market Street, Suite 900 San Francisco, CA 94103

If you live in the European Union or European Economic Area, the data controller is Twitter International Company, with an address of:

Twitter International Company
Attn: Data Protection Officer
One Cumberland Place, Fenian Street
Dublin 2, D02 AX07 IRELAND

You can confidentially contact Twitter's Data Protection Officer <a href="here">here</a>. If you wish to raise a concern about <a href="our use of your information">our use of your information</a> (and without prejudice to any other rights you may have), you have the right to do so with your local supervisory authority or Twitter International Company's lead supervisory authority, the Irish Data Protection Commission. You can find their contact details <a href="here">here</a>.



# 5 Children and Our Services

Our services are not directed to children, and you may not use our services if you are under the age of 13. You must also be old enough to consent to the processing of your personal data in your country (in some countries we may allow your parent or guardian to do so on your behalf). You must be at least 16 years of age to use Periscope.

# 6 Our Global Operations and Privacy Shield

To bring you our services, we operate globally. Where the laws of your country allow you to do so, you authorize us to transfer, store, and use your data in the United States, Ireland, and any other country where we operate. In some of the countries to which we transfer personal data, the privacy and data protection laws and rules regarding when government authorities may access data may vary from those of your country. Learn more about our global operations and data transfer <a href="here">here</a>.

When we transfer personal data outside of the European Union or EFTA States, we ensure an adequate level of protection for the rights of data subjects based on the adequacy of the receiving country's data protection laws, contractual obligations placed on the recipient of the data (model clauses may be requested by inquiry as described below), or EU-US and Swiss-US Privacy Shield principles.

Twitter, Inc. complies with the EU-US and Swiss-US Privacy Shield principles (the "Principles") regarding the collection, use, sharing, and retention of personal data from the European Union and Switzerland, as described in our <u>EU-US</u> Privacy Shield certification and Swiss-US Privacy Shield certification.



If you have a Privacy Shield-related complaint, please contact us <a href="here">here</a>. As part of our participation in Privacy Shield, if you have a dispute with us about our adherence to the Principles, we will seek to resolve it through our internal complaint resolution process, alternatively through the independent dispute resolution body JAMS, and under certain conditions, through the Privacy Shield arbitration process.

Privacy Shield participants are subject to the investigatory and enforcement powers of the US Federal Trade Commission and other authorized statutory bodies. Under certain circumstances, participants may be liable for the transfer of personal data from the EU or Switzerland to third parties outside the EU and Switzerland. Learn more about the EU-US Privacy Shield and Swiss-US Privacy Shield here.

# 7 Changes to This Privacy Policy

We may revise this Privacy Policy from time to time. The most current version of the policy will govern our processing of your personal data and will always be at <a href="https://twitter.com/privacy">https://twitter.com/privacy</a>. If we make a change to this policy that, in our sole discretion, is material, we will notify you via an <a href="mailto:@Twitter">@Twitter</a> update or email to the email address associated with your account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Effective: January 1, 2020

<sup>&</sup>lt;sup>9</sup> **You're in control.** Even as Twitter evolves, you can always change your privacy settings. The power is yours to choose what you share in the world.



#### The Twitter Rules

Twitter's purpose is to serve the public conversation. Violence, harassment and other similar types of behavior discourage people from expressing themselves, and ultimately diminish the value of global public conversation. Our rules are to ensure all people can participate in the public conversation freely and safely.

#### Safety

<u>Violence:</u> You may not threaten violence against an individual or a group of people. We also prohibit the glorification of violence. Learn more about our <u>violent threat</u> and <u>glorification of violence</u> policies.

<u>Terrorism/violent extremism:</u> You may not threaten or promote terrorism or violent extremism. <u>Learn more</u>.

<u>Child sexual exploitation:</u> We have zero tolerance for child sexual exploitation on Twitter. Learn more.

<u>Abuse/harassment:</u> You may not engage in the targeted harassment of someone, or incite other people to do so. This includes wishing or hoping that someone experiences physical harm. <u>Learn more</u>.



<u>Hateful conduct:</u> You may not promote violence against, threaten, or harass other people on the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease. <u>Learn more</u>.

<u>Suicide or self-harm:</u> You may not promote or encourage suicide or self-harm. **Learn more.** 

<u>Sensitive media, including graphic violence and adult content:</u> You may not post media that is excessively gory or share violent or adult content within live video or in profile or header images. Media depicting sexual violence and/or assault is also not permitted. <u>Learn more</u>.

<u>Illegal or certain regulated goods or services:</u> You may not use our service for any unlawful purpose or in furtherance of illegal activities. This includes selling, buying, or facilitating transactions in illegal goods or services, as well as certain types of regulated goods or services. Learn more.

#### **Privacy**

<u>Private information:</u> You may not publish or post other people's private information (such as home phone number and address) without their express authorization and permission. We also prohibit threatening to expose private information or incentivizing others to do so. <u>Learn more.</u>

Non-consensual nudity: You may not post or share intimate photos or videos of someone that were produced or distributed without their consent. Learn more.

#### **Authenticity**

<u>Platform manipulation and spam:</u> You may not use Twitter's services in a manner intended to artificially amplify or suppress information or engage in behavior that manipulates or disrupts people's experience on Twitter. <u>Learn more.</u>

<u>Election integrity:</u> You may not use Twitter's services for the purpose of manipulating or interfering in elections. This includes posting or sharing content that may suppress voter turnout or mislead people about when, where, or how to vote. Learn more.

<u>Impersonation:</u> You may not impersonate individuals, groups, or organizations in a manner that is intended to or does mislead, confuse, or deceive others. Learn more.



<u>Copyright and trademark:</u> You may not violate others' intellectual property rights, including copyright and trademark. Learn more about our <u>trademark policy</u> and <u>copyright policy</u>.

#### **Enforcement and Appeals**

Learn more about our <u>approach to enforcement</u>, including potential consequences for violating these rules or attempting to circumvent enforcement, as well as how to appeal.

#### Third-party advertising in video content

You may not submit, post, or display any video content on or through our services that includes third-party advertising, such as pre-roll video ads or sponsorship graphics, without our prior consent.

<u>Note:</u> we may need to change these rules from time to time in order to support our goal of promoting a healthy public conversation. The most current version is always available at <a href="https://twitter.com/rules">https://twitter.com/rules</a>.