

Subscriptions Creator Terms

Effective as of: May 24, 2024

These Subscriptions Creator Terms (“Terms”) are between you and X Corp., on behalf of itself and its Affiliates (collectively, “X” or “we”) and govern your participation in X’s Subscriptions Creator Program (the “Program”). In these Terms, “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with X, and “you,” “your,” or “Creator” means you, an individual, company or any other entity with an X 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.

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

In addition to these Terms, your use of Subscriptions (defined below) is subject to [our Terms of Service](#), [our Privacy Policy](#), [our Rules and Policies](#) (including the [new Subscriptions Policy](#)) and all policies incorporated therein (collectively, the “**X User Agreement**”).

Please read these Subscriptions 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 X MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED, WHICH IMPACTS YOUR RIGHTS AND OBLIGATIONS IF ANY DISPUTE WITH X ARISES. SEE SECTION 13 FOR DETAILS ON THESE PROVISIONS.

Acceptance. By participating in the Program (if you are approved by X) or otherwise indicating your acceptance (for example, by agreeing to these Terms when applying to the Program, clicking “I Agree,” etc.), 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 Program or set up a Subscriptions account.

1. Subscriptions Creator Program

The Program provides your fans the ability to show support for you by paying for a subscription offered by X for access to your Subscriptions (defined below) account on the X platform, which includes, without limitation, the service currently located at www.x.com and any successor site thereto, and all X owned, operated and/or controlled applications and APIs (collectively, the “**X Service**”). The X account that you choose to participate in this Program (including any and all features and benefits such as content, community, access, recognition, and deals and discounts that you make available to subscribers in connection with that account) is referred to as your “**Subscriptions**” account. People using the X Service may make monthly subscription payments to X (“**Subscription**”) to get access to your Subscriptions account.

When you set up your Subscriptions account, you will determine the specific price(s) of the Subscription(s) (based on the Subscription pricing options from X that are built into the feature), provided X reserves the right, in our discretion, to place restrictions or limitations on the Subscriptions we offer to access your account, including, without limitation, the amount that may be charged for a particular Subscription, who may purchase a Subscription (for example, a minimum age requirement to purchase a Subscription), and the number of Subscriptions that may be purchased to a specific Subscriptions account. In addition, X may from time to time, in its sole discretion, change (e.g., add or remove) types or values of Subscription pricing, payment methods made available to persons purchasing Subscriptions or any other Program-related features.

You acknowledge that X may publicly display, or associate, information about your Subscriptions account, including the number of subscribers and identity of the purchasers of Subscriptions, so long as it is available on the X Service.

You further acknowledge that X reserves the right to handle and analyze content from your Subscriptions account in the same manner as content you publicly post outside of your Subscriptions account on the X Services.

You hereby authorize X to use and reuse, and to grant others acting on X’s behalf the right to use and reuse, your name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, without limitation, film, video and digital or other electronic media) in connection with X’s promotional and marketing activities.

2. Eligibility for the Program and Other Requirements

In order for X to make available and provide Subscriptions to access your account and for you to be eligible to be paid a share of revenue earned by X for its sale of Subscriptions, you must be approved by X to be part of the Program. The eligibility requirements for the Program can be found [here](#). By accepting these Terms, you consent to X's use of the data that you provide in the application form you submit to consider your acceptance to the Program. Participation in the Program is subject to prior approval by X.

Please note that employees of X, [Our Services and Corporate Affiliates](#) are ineligible for participation in the Program, unless otherwise pre-approved by authorized personnel of X.

X uses a third party payment processor (“**Payment Processor**”) to make its revenue share payments to you, which are based in part on the Subscriptions sold for access to your account. To be part of the Program, you will first need to create an 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 X 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 X 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 revenue share payments under these Terms.

3. Rules and Restrictions

Subject to these Terms, you agree that X has the right to offer, display, and make available access to your Subscriptions account through the X Service and sell Subscriptions in order for people to access your account, and in exchange for those licensed rights and your providing the benefits and features of your Subscriptions account, you can get paid a share of the revenue X earns from the Subscriptions purchased from X, as further described below in Section 4.

You agree that the following rules and restrictions apply to participation in the Program and your eligibility to get paid a share of the revenue X earns from the sale of Subscriptions:

- You are responsible for your Subscriptions account, which includes, without limitation, ensuring that you provide the benefits and features of your Subscriptions account as represented by you, that you accurately describe the benefits and features of your Subscriptions account, and that the pricing of the Subscription(s) selected by you when you set up your account is commensurate with the value of the benefits and features of your Subscriptions account.
- You agree that: (a) nothing in your Subscriptions account is misleading or deceptive; (b) verbal and visual statements made by you are truthful and substantiated; (c) any opinions, findings or experiences you share in your Subscriptions account 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 Subscriptions account.
- If you do not provide any Subscriptions features or benefits after setting up your Subscriptions accounts, you may not be entitled to get paid any share of the revenue earned by X from any and all Subscriptions it sold for access to your account. If your Subscriptions account is found to be inactive frequently, then you may be removed from the Program.
- You may block people who have purchased Subscriptions from accessing your account for any reason, provided you are not entitled to get paid any share of the revenue earned by X for any and all Subscriptions it sold to people you blocked.
- Only you may get paid a share of the revenue earned by X from its sale of Subscriptions to access your account.
- Subscriptions and the share of the revenue earned by X from its sale of Subscriptions are not transferable between X accounts.
- Except if expressly permitted as part of the Program and/or under the Subscriptions Policy, you may not provide anyone with anything of monetary value in exchange for their purchase of Subscriptions to access your account.
- Your participation in the Program (including, without limitation, offering features and benefits to subscribers through your Subscriptions account) and X's payment of a share of the revenue it earns from Subscriptions sold by X must not violate any applicable laws, rules or regulations. You are solely responsible for any violation by you or your Subscriptions account of any applicable laws, rules or regulations.
- We may impose additional limits based on anti-money laundering, sanctions or anti-fraud laws or policies, including, without limitation, X may block any transaction it determines to be, but not limited to, fraudulent or illegal activity or potentially fraudulent or illegal activity. We may withhold from our revenue sharing calculation any Subscriptions that we believe were purchased due to any breach of the X User Agreement or that we believe

may involve a violation of any law and/or any revenue generated from Subscriptions from any blocked transactions.

- 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 your eligibility to get paid any share of the revenue attributable to X’s sale of Subscriptions to access your account.

4. Revenue Share Payments and Fees

We may pay you a share of the revenue we have earned from the sale of Subscriptions to access your account at a rate which will depend, in X’s discretion, on several factors, including the total number and price of Subscriptions purchased for access to your account and the fees and taxes (including, without limitation, sales, use, value added, goods and services, withholding or transaction taxes or other charges) that Apple, Google, Payment Processor, banks and/or credit card companies may assess in the purchase of Subscriptions and in processing our payments to you. You understand this and should have no expectation that any particular revenue percentage or amount will apply, or continue to apply, over time.

You are responsible for promptly responding to any inquiries and requests that are sent to you related to Subscriptions we have sold to access your account. You further acknowledge that you are responsible for disputes relating to Subscriptions we have sold to access your account. Notwithstanding the foregoing, you agree that Apple’s, Google’s or X’s respective customer support team can make a determination (in its discretion) on refund and/or chargeback requests that are directed to Apple, Google or X in response to customer complaints and to comply with applicable laws. Where a purchase of a Subscription is subject to any chargeback and/or where revenue share payments you have received from X for the purchase of Subscriptions are subject to a refund/credit process, we or the Payment Processor may suspend, set-off (against any future revenue share payments we decide to make to you), invoice you or otherwise recoup the amount of those payments previously made or credited to you (plus any associated fees) and remove such payments from your receipt history.

Any and all revenue share payments made to you will be handled by the Payment Processor. The processing of revenue share payments will be subject to, and you agree to comply with, the user agreements, terms of service and privacy policies of the Payment Processor and your bank. X will not be responsible or liable for any errors made by the Payment Processor or your bank. X will make all revenue share payments in US Dollars. If you desire to receive revenue share payments in your local 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. When we make a revenue share payment to you, we will make such payment to you through the Payment Processor approximately **60 days following the end of the month in which we received the revenue for the Subscriptions we sold that are attributable to such payment**, except as otherwise set forth herein.

Notwithstanding, no revenue share payment will be owed to you unless we first have recorded and attributed to your Subscriptions account an amount to meet a minimum payment threshold of 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 revenue share payment amounts that are delayed.

In order to receive revenue share 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 revenue share payments under these Terms and/or participate in the Program. 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 X, you may not permit a third party to receive payment on your behalf under these Terms.

If you intend to dispute the sum of any revenue share payment made to you, you must notify X in writing within 30 days of the receipt of such payment. Your failure to do this will constitute a waiver of any claim relating to the payment. You may contact the support team to send this notification by navigating to Get support from Settings and privacy > Monetization > Get support in the navigation menu of your X account. All payments to you are based on revenue share amounts as determined by X and shall be final and binding.

5. No Guarantee of Subscription Revenue

Subscriptions are not legal tender, currency, currency equivalents, electronic money or any type of financial payment instrument (or linked to any of these things), and Subscriptions have no monetary value and do not constitute property. We do not promise that the purchase of Subscriptions can be used to redeem any guaranteed sum of money, or any money at all. You agree that we have the sole right to manage, regulate, control, terminate, and/or modify the license rights underlying Subscriptions as we see fit, without liability to you. You agree that we will not be liable to you, and you will not assert that we are liable to you, based on the sale of Subscriptions to access your account, including for any share of the revenue we earn from the sale of Subscriptions.

We also have the right to stop the sale of Subscriptions and redemption of Subscriptions altogether, in our sole discretion, without any liability to you.

We also do not guarantee that everyone with access to your account will have purchased a Subscription.

6. 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 payment of a share of the revenue earned by X from Subscription sales. X 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 make or receive payments hereunder. As used above, “**Taxes**” means any income, stamp, sales, use, value-added or other taxes, duties, charges, fees, deductions or withholdings.

7. Ending These Terms and Other Actions We May Take

These Terms will commence on the date you click to accept these Terms (regardless of whether or not you are accepted into the Program) and will continue until terminated by either party as provided in this Agreement. You may opt out of participating in the Program at any time by providing written notice to X by navigating to Get support from Settings and privacy > Monetization > Get support in the navigation menu of your X account. X may terminate these Terms, at any time, with or without cause, in X's sole discretion, including, without limitation, if you misrepresent yourself or your Subscriptions account; violate these Terms, the X User

Agreement, or any applicable laws; or no longer meet the eligibility requirements to participate in the Program.

In addition, we reserve the rights, in our sole discretion, to not make Subscriptions available to a Creator's account; limit the number of Subscriptions that we may sell to access an account, or limit the share of revenue from Subscriptions that may be paid to, a Creator, including based on volume or time frame; suspend, remove or disable access to a Creator's Subscriptions account or cease providing a Creator with all or part of the Program; remove a Creator from the Program; and/or withhold, suspend, recoup or set-off revenue share payments (including any amount that may have been attributable to or from past or future sales of Subscription to access a Creator's account) if we believe the Creator or the Creator's Subscriptions account is in breach or violation of these Terms, the X User Agreement or any applicable laws. 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, (b) any and all liabilities accrued before the effective date of the termination will survive, subject to the following: (i) if you have met the Minimum Payment Threshold at the time of termination of these Terms, the Payment Processor will attempt to pay you for amounts 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 X will not owe any and all such amounts; or (ii) if you have not yet met the Minimum Payment Threshold, no amounts will be paid or owed to you.

8. Confidentiality

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

9. Disclaimer

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

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO, USE OF OR PARTICIPATION IN (OF INABILITY TO ACCESS, USE OR PARTICIPATE IN) SUBSCRIPTIONS AND THE PROGRAM; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE X SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE X SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (US\$100.00) OR THE AMOUNT PAID TO YOU BY X, IF ANY, IN THE PAST SIX MONTHS UNDER THESE TERMS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE “X ENTITIES” REFERS TO X, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS.

APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITY. TO THE EXTENT REQUIRED BY APPLICABLE LAW IN YOUR

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

11. 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 monetize your Subscriptions account in connection with the Program without further payments by X to any third party, (b) all of the information provided by you to X 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; 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 X and/or the Payment Processor to be in violation of any of the foregoing, (f) you will at all times adhere to the X User Agreement, and (g) your Subscriptions account 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.

12. Indemnity

You agree to indemnify, defend and hold the X 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 X, 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.

13. Dispute Resolution Agreement--Binding Arbitration and Class Action Waiver

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

General. The following provisions are important with respect to the agreement between you and X regarding X's features and services memorialized by these Terms. Subject to the provisions below, including exceptions set forth in this Section, you and X agree to arbitrate any disputes, claims, or controversies arising out of or relating to these Terms and/or your participation in the Program (individually a "Dispute," or more than one, "Disputes").

Initial Dispute Resolution. Most disputes between you and X can be resolved informally. You may contact us by writing to Paid Support [here](#). When you contact us, please provide a brief description of the nature and bases for your concerns, your contact information, and the specific relief you seek. The parties shall use their best efforts through this support process to settle any Dispute other than an Exempted 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 Exempted Disputes, unless you opt out. Specifically, all Disputes shall be finally resolved exclusively through binding arbitration administered by the American Arbitration Association ("AAA") in New York, NY, 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, except as

provided below. YOU AND X HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OR JUDGE, EXCEPT WITH RESPECT TO EXEMPTED DISPUTES.

Except with respect to Exempted Disputes, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute, including, but not limited to, any claim that all or any part of these Terms are void or voidable, or whether a Dispute is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, provided that such relief (including injunctive relief) is limited to your individual circumstances.

Notwithstanding the requirements of this arbitration provision, if the Dispute involves a claim for public injunctive relief, you may choose to sever that claim from the arbitration proceeding and bring it in any court of proper jurisdiction. The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

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

Filing Process and Costs. To start an arbitration, you can get submission instructions at: <https://adr.org/Support>. X will pay the consumer's initial filing fee of \$200, however notwithstanding any rules of the AAA to the contrary, the parties agree to share equally all other costs of the arbitration, including the arbitrator's fees and expenses, except to the extent required by law. The arbitrator (and not AAA) shall have the sole authority to determine any disputes that arise concerning the allocation of costs and expenses, including the fees and expenses of the arbitrator. If 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 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 New York, County of New York.

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 - Exempted Disputes and Small Claims Court Claims - Forum Selection. Notwithstanding the parties' decision to resolve all other Disputes through arbitration, any disputes, claims, or controversies arising from fraud ("Exempted Disputes") shall be submitted to the exclusive jurisdiction of the federal or state courts located in New York County, New York, United States, and you consent to personal jurisdiction in those courts and waive any objection as to inconvenient forum. Without prejudice to, and notwithstanding the foregoing, you agree that, in its sole discretion, X may bring any Exempted Dispute we have against you in any competent court in the United States. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

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

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

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

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

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

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

Choice of Law. THESE TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT AND INTERPRETING CASE LAW GOVERN THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS, WITHOUT REGARD TO STATE LAW. To the extent state substantive law applies to any Dispute, the law of the State of Texas shall apply, without regard to conflict of law provisions.

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

14. 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 X and stopping use of the Subscriptions features.

The Subscriptions Creator Terms are written in English but are made available in multiple languages through translations. X strives to make the translations as accurate as possible to

the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the Subscriptions Creator Terms shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the Subscriptions Creator Terms.

15. You Are Not Our Employee

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

16. Miscellaneous

a. Feedback. Creator may provide X with comments concerning the Program and/or Creator's evaluation and use of features and services provided by X ("**Feedback**"). Creator agrees that X and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate, and otherwise use the Feedback, including derivative works thereto, for any and all commercial and non-commercial purposes with no expectation of payment, or attribution, of any kind by Creator. Nothing in this Agreement will prevent X 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 Texas and any Dispute that arises between you and X will be subject to Section 13 above (Dispute resolution Agreement)
- If you live in an EU Member State, an EFTA State, or the UK, the mandatory laws of your country of residence will apply and legal proceedings may be brought in relevant courts according to and under your country of residence's laws.
- If you live outside of the United States, an EU Member State, an EFTA State, or the UK, these Terms will be governed by the laws of the State of Texas.

c. Notices. Any notices to X must be sent to: X Corp., 1355 Market Street, Suite 900, San Francisco, CA 94103, Attn: Legal Department, via first class or air mail or overnight courier,

with a copy via email to legalnotices@x.com and are deemed given upon receipt. Notice to you may be provided by sending email to the email address associated with your X account, or by posting a message to your X account or the X Service, and is deemed received when sent (for email) or posted.

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

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

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

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

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