Last Update: ~~June 16, 2010~~March 11, 2011

~~Developer~~ Rules of the Road

Twitter maintains an open platform that supports the millions of people around the world who are sharing and discovering what's happening now. We want to empower our ecosystem partners to build valuable ~~businesses~~tools around the information flowing through Twitter. At the same time, we aim to strike a balance between encouraging interesting development and protecting both Twitter's and users' rights.So, we've come up with a set of Developer Rules of the Road ("**Rules**") that ~~apply to all developers and companies building products and services that interact with Twitter. If you're a user of Twitter services, but not a developer, these rules will simply show what our partners are currently allowed to do~~describe the policies and philosophy around what type of innovation is permitted with the content and information ~~you share with~~shared on Twitter.The Rules will evolve along with our ecosystem as developers continue to innovate and find new, creative ways to use the Twitter API, so please check back periodically to see the most current version. ~~If you are doing something~~Don't do anything prohibited by the Rules, but talk to us ~~about whether~~if you think we should make a change or give you an exception.If you will eventually need more than 5MM user tokens for your projects, you will need to talk to us directly about access to the Twitter API.

I. ~~API ACCESS~~Twitter Content

1. All use of the Twitter API and content, documentation, code, and related materials made available to you on or through ~~the~~ Twitter ~~API~~ ("**Twitter Content**") ~~in connection with the products or services you provide (your "**Service**")~~ is subject to and must comply with these Rules. As a reminder, you and your Service are subject to the Twitter Terms of Service.2. You may use the Twitter API and Twitter Content ~~to develop a Service~~in connection with the products or services you

provide (your "**Service**") to search, display, analyze, retrieve, view, and submit information to or on Twitter. You may use the Twitter name or logos and other brand elements that Twitter makes available in order to identify the source of Twitter Content ("**Twitter Marks**") subject to these Rules.3. Your use of the Twitter API and Twitter Content are subject to certain limitations on access, calls, and use ~~of the Twitter API~~ as set forth in the Rules, on dev.twitter.com, or as otherwise provided to you by Twitter. If Twitter ~~reasonably~~ believes that you have attempted to exceed or circumvent ~~the rate limits~~these limitations, your ability to use the Twitter API and Twitter Content may be temporarily or permanently blocked. Twitter may monitor your use of the Twitter API to improve the Twitter service and to ensure your compliance with these Rules.4. You will not attempt or encourage others to:~~(a)~~

A. sell, rent, lease, sublicense, redistribute, or syndicate access to the Twitter API or Twitter Content to any third party ~~for such party to develop additional products or services~~ without prior written approval from Twitter;~~(b)~~ .

If you provide an API that returns Twitter data, you may only return IDs (including tweet IDs and user IDs).

You may export or extract non-programmatic, GUI-driven Twitter Content as a PDF or spreadsheet by using "save as" or similar functionality. Exporting Twitter Content to a datastore as a service or other cloud based service, however, is not permitted.

B. remove or alter any proprietary notices or marks on the Twitter API or Twitter Content;~~(c)~~ C. use or access the Twitter API for purposes of monitoring the availability, performance, or functionality of any of Twitter"'s products and services or for any other benchmarking or competitive purposes; or~~(d)~~ D. use Twitter Marks in a manner that creates a sense of endorsement, sponsorship, or false association with Twitter. You may not use Twitter Marks as part of the name of your company or Service, or in any product, service, name field or logos created by you. ~~You may not use Twitter Marks in a~~

~~manner that creates a sense of endorsement, sponsorship, or false association with Twitter~~. All use of Twitter Marks, and all goodwill arising out of such use, will inure to Twitter~~'s benefit.~~'s benefit.   E.   use or access the Twitter API to aggregate, cache (except as part of a Tweet), or store place and other geographic location information contained in Twitter Content.   F.   charge a premium for access to tweets via SMS other than your Service's standard data and usage rates.

5. Your Service may be an application or client that provides major components of a Twitter-like end user experience (a "**Client**"). An example of a Client is a downloadable application that displays user timelines and allows users to create and search for tweets. If so, certain additional terms apply, including:

   A.   Your Client must use the Twitter API as the sole source for features that are substantially similar to functionality offered by Twitter. Some examples include trending topics, who to follow, and suggested user lists.   B.   You may not pay, or offer to pay, third parties for distribution of your Client. This includes offering compensation for downloads (other than transactional fees), pre-installations, or other mechanisms of traffic acquisition. C.   Your Client cannot frame or otherwise reproduce significant portions of the Twitter service. You should display Twitter Content from the Twitter API.   D.   Do not store non-public user profile data or content.   E.   You may not use Twitter Content or other data collected from end users of your Client to create or maintain a separate status update or social network database or service.

6. You do not have a license to Twitter Content submitted through your Service other than the rights granted in the Rules.

II. ~~PRINCIPLES~~Principles

We ask that you and your Service follow four principles:

   Don't surprise ~~usersDon~~users   ~~Don~~'t create or distribute ~~spamRespect~~spam   Respect user ~~privacyBe~~privacy   Be a good partner to Twitter

1. Don't surprise users

~~(a)~~ A. Maintain the integrity of Tweets. There is a lot of information packed into Tweets even though they are just 140 characters

long (~~i.e.~~g., links to usernames~~, etc.~~). The Display Guidelines <u>are a part of the Rules and</u> provide guidance on how to best convey all the intended information in a Tweet.

A few highlights:~~o~~

Don't edit or revise user-generated content delivered through the API except as necessary due to technical limitations or requirements of any networks, devices, services, or media.~~o~~ Identify the user that authored or provided a Tweet unless you are either providing Tweets in an aggregate form, or need to make Tweets anonymous due to user privacy or security concerns.~~(b)~~

B. Get users' permission before:~~o~~

sending Tweets or other messages on their behalf. A user authenticating through your application does not constitute consent to send a message.~~o~~ modifying their profile information or taking account actions (including following, unfollowing, and blocking) on their behalf.~~o~~ adding hashtags, annotations data, or other content to a user's Tweet. If your application allows users to send Tweets or other content to Twitter, show the user exactly what will be published.~~(c)~~

C. Your application should not:~~o~~

use business names and/or logos in a manner that can mislead, confuse, or deceive users. For more information on use of Twitter Marks, see our trademark ~~usage guidelines hereo~~ <u>rules here</u> confuse or mislead users about the source or purpose of your application.~~o~~ use as its Application Website URL an unrelated URL, a site intended to entice or encourage users to violate our rules, a spam or malware site, or a shortened URL to mask the true destination.~~o~~ replicate, frame, or mirror the Twitter website or its design.~~o~~

impersonate or facilitate impersonation of others in a manner that can mislead, confuse, or deceive users.~~(d)~~

D. Respect the privacy and sharing settings of Twitter Content. Promptly change your treatment of Twitter Content (for example, deletions, modifications, and sharing options) as changes are reported through the Twitter API.

2. Don't create or distribute spam

~~(a)~~ A. Spam can take many forms. Please abide by the spam rules here.~~(b)~~ B. If your application performs automatic actions (including Tweeting or other content updates), make sure you comply with the Automation Rules found here.~~(c)~~ C. Do not mass-register applications. This includes:~~o~~
creating tokens/applications for the purpose of preventing others from using or selling those names, or other commercial use.~~o~~ using feeds of third-party content to update and maintain accounts under the names of those third parties.~~o~~ submitting multiple applications with the same function under different names for the purpose of name squatting.~~(d)~~

D. Do not facilitate or encourage the publishing of:~~o~~
links to malicious ~~contento~~ content pornographic or obscene images to user profile images and background images

3. Respect user privacy

~~(a)~~ A. Your Service must display a privacy policy. Clearly disclose what you are doing with information you collect from users.~~(b)~~ B. Clearly disclose when you are adding location information to a user's Tweets, whether as a geotag or annotations data. Be clear about whether you are adding a place or specific coordinates. If your application allows users to Tweet with their location be sure that it complies with the best practices found here.~~(c)~~ C. Do not solicit another developer's consumer keys or consumer secrets if they will be stored outside of that developer's control. For example, online services that ask for these values in order to provide a "tweet-branding"

service are not allowed.(d) D. Do not facilitate or encourage the publishing of private or confidential information.

4. Be a good partner to Twitter

(a) A. If you display Tweets in an offline context, do so according to the guidelines found here.(b) B. Respect the features and functionality embedded with or included in Twitter Content or the Twitter API. Do not attempt to interfere with, intercept, disrupt, filter, or disable any Twitter API features.(c) features of the Twitter API or Twitter service, and you should only surface actions that are organically displayed on Twitter.

> For example, your Service should execute the unfavorite and delete actions by removing all relevant messaging and Twitter Content, not by publicly displaying to other end users that the Tweet was unfavorited or deleted.

C. If your application causes or induces user accounts to violate the Twitter Rules (for example, by retweeting spam updates, repeatedly posting duplicate links, etc.), it may be suspended or terminated. We've provided some guidance in our Abuse Prevention and Security help page.(d) D. Respect the intellectual property rights of others.(e) E. Do not use the Twitter Verified Account badge, Verified Account status, or any other enhanced user categorization on accountsTwitter Content other than thosethat reported to you by Twitter through the API. F. Twitter may suspend or revoke access if we believe you are in violation of the Rules or the spirit of these principles. If you are suspended, do not apply for or register additional API tokens.

III. CONNECT WITH TWITTER GUIDELINESThe following guidelines apply if you use Connect with Twitter to integrate Twitter functionality intoTwitter Functionality in your Service.

1. Connect With Twitter Login

End users must be presented with the option to log into Twitter via the OAuth protocol. End users without a Twitter account should be given the opportunity to create a new Twitter account as provided by Twitter. You must display the Connect with Twitter option at least as

prominently as the most prominent of any other third party social networking sign-up or sign-in marks and branding appearing on you Service.

2. General

(a) A. If you allow end users to create social updates from your own social service or a third party social networking, micro-blogging, or status update provider integrated into the your Service ("**Update**"), you must also display a prominent option to publish that content (or a link if the Update is not text or longer than 140 characters) to the Twitter service.(b) Twitter. Only link back to the same Update or content on the other service if the Update is longer than 140 characters.   B.   All URLs referencing content in the Update (for example, a web page, photo, video, or text longer than 140 characters) should direct users back to the page where that content is displayed, rather than any interstitial or intermediate page. You can require users to sign-in to access that page, but the content cannot otherwise be restricted from being viewed.   C.   If your service displays Updates commingled with Tweets, you must ensure that Tweets reference Twitter as the source.

3. Twitter Identity

Once an end user has authenticated via Connect with Twitter, you must clearly display the end user's Twitter identity. Twitter identity includes visible display of the end user's avatar, Twitter user name, and athe Twitter "tbird" mark. Displays of the end user's followers on the your Service must clearly show that the relationship is associated with the Twitter service.

IV. COMMERCIAL USECommercial Use

It is our goal to provide you, our ecosystem partner, with a policy that is clear and transparent about what you can do to monetize your Service. This is best summed up in two principles:

respect user content -- Tweets may be used in advertisements, not as advertisements.   respect user experience -- build your service around the timeline, not in the timeline.

~~And now, for the details:1.~~ **1. Twitter Ads**. Twitter reserves the right to serve advertising via its APIs ("**Twitter Ads**"). If you decide to serve Twitter Ads once we start delivering them, we will share a portion of advertising revenue with you per our then-current terms and conditions. **2. Advertising Around Twitter Content**~~(a)~~

A. We encourage you to create advertising opportunities around Twitter content that are compliant with these Rules. In cases where Twitter content is the primary basis of the advertising sale, we require you to compensate us (recoupable against any fees payable to Twitter for data licensing). For example, you may sell sponsorships or branding around gadgets or iframes that include Tweets and other customized visualizations of Twitter. ~~Please contact us for questions and information at twitter_ads@twitter.com, or to notify us of an advertising opportunity.(b)~~ with prior permission. B. You may generally advertise around and on ~~applications or~~ sites that display Tweets, but you may not place any advertisements within the Twitter timeline on your Service other than Twitter Ads. ~~(c)~~ C. Your advertisements cannot resemble or reasonably be confused by users as a Tweet. ~~(d)~~ For example, ads cannot have tweet actions like ReTweet, Favorite, and Reply. D. You may advertise in close proximity to the Twitter timeline (e.g., banner ads above or below timeline), but there must be a clear separation between Twitter content and your advertisements.

3. **Using Twitter Content**. You must get permission from the user that created the Tweet if You:~~o~~

want to use their Tweet on a commercial durable good or product (for example, using a Tweet on a t-shirt or a poster or making a book based on someone~~'~~'s Tweets);

~~oro~~ or create an advertisement that implies the sponsorship or endorsement on behalf of the user.

V. ~~OTHER LEGAL TERMS~~Other Legal Terms

1. Termination.

You may terminate any license in these Rules at any time by ceasing your access to the Twitter API and use of any Twitter Content, and deleting all copies of the Twitter API and Twitter Content as described below. Twitter may immediately suspend your access to the Twitter API or any Twitter Content (or if necessary, terminate this agreement with you) at any time, and without notice to you if you breach any term or condition in ~~this agreement~~the Rules or otherwise engage in activities that Twitter reasonably determines are likely to cause liability to Twitter. Twitter may also terminate any licenses hereunder for any reason ~~with thirty (30) days notice~~ (including by email to the address associated with your account)~~ to you~~. Twitter will not be liable for any costs, expenses, or damages as a result of its termination of this agreement. Upon termination of this agreement, you will promptly cease accessing and using the Twitter API and Twitter Content and will delete all Twitter Content and any information derived therefrom and all copies and portions thereof, in all forms and types of media from your Service. Sections 1(4) and V of these Rules will survive the termination of this agreement.

2. Confidentiality.

You may be given access to certain non-public information, software, and specifications relating to the Twitter API ("Confidential Information"), which is confidential and proprietary to Twitter. You may use this Confidential Information only as necessary in exercising your rights granted in these Rules. You may not disclose any of this Confidential Information to any third party without Twitter~~'~~'s prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

3. Ownership; Feedback.

3.1 *Twitter.* You expressly acknowledge that Twitter and its end users retain all worldwide right, title and interest in and to the Twitter Content, including all intellectual property rights therein. You also acknowledge that as between you and Twitter, Twitter owns all right, title and interest in and to the Twitter API, Twitter Marks, and the Twitter service (and any derivative works or enhancements thereof), including but not limited to all intellectual property rights therein. You agree not to do anything inconsistent with such ownership. Any rights not expressly granted herein are withheld. You agree that you will not challenge Twitter"'s ownership of, the validity of any license to use, or otherwise copy or exploit the Twitter Marks during or after the termination of this agreement except as specifically authorized herein. If you acquire any rights in the Twitter Marks or any confusingly similar marks, by operation of law or otherwise, you will, at no expense to Twitter, immediately assign such rights to Twitter.3.2 *You.* As between you and Twitter, you retain all worldwide right, title and interest in and to your Service, excluding the Twitter API, Twitter Marks, and the Twitter Service (and any derivative works or enhancements thereof), including but not limited to all intellectual property rights therein. You may provide Twitter with comments concerning the Twitter Content or Twitter API or your evaluation and use thereof. You agree that Twitter and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate, and otherwise use the feedback, including derivative works thereto, for any and all commercial and non-commercial purposes with no obligation of any kind to you.

4. Updates.

Twitter may update or modify the Twitter API, Rules, and other terms and conditions, including the Display Guidelines, from time to time its sole discretion by posting the changes on this site or by otherwise notifying you (such notice may be via email). You acknowledge that

these updates and modifications may adversely affect how your Service accesses or communicates with the Twitter API. ~~You will have thirty (30) days from such notice to comply with any modifications.~~ If any change is unacceptable to you, your only recourse is to terminate this agreement by ceasing all use of the Twitter API and Twitter Content. Your continued access or use of the Twitter API or any Twitter Content ~~following the 30 day period~~ will constitute binding acceptance of the change.

5. Representations and Warranties; Disclaimer.

5.1 *Representations and Warranties*. You represent and warrant that:~~(a)~~

A. you have the necessary power and authority to enter into this agreement, and that the performance of your obligations will not constitute a breach or otherwise violate any other agreement or the rights of any third party arising therefrom;~~(b)~~ B. you will maintain throughout the term of this agreement all rights and licenses that are required with respect to your Service; and~~(c)~~ C. your Service and its use, distribution, sale and license, including the use of any license hereunder, does and will continue to comply with all applicable foreign, federal, state, and local laws, rules, and regulations.

5.2 *Disclaimer*. THE TWITTER CONTENT, TWITTER API, AND ANY OTHER TWITTER PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ON AN "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TWITTER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TWITTER DOES NOT WARRANT THAT THE TWITTER CONTENT AND TWITTER API AND ANY OTHER TWITTER PRODUCTS AND SERVICES PROVIDED HEREUNDER WILL MEET ALL OF YOUR

REQUIREMENTS OR THAT USE OF SUCH TWITTER CONTENT AND TWITTER API BE ERROR-FREE UNINTERRUPTED, VIRUS-FREE, OR SECURE.

6. Limitation of Liability.

IN NO EVENT WILL TWITTER BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE TWITTER API, TWITTER CONTENT, OR OTHER TWITTER PRODUCTS AND SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. IN ANY CASE, TWITTER"S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AGGREGATE FEES YOU PAID FOR ACCESS TO THE TWITTER API IN THE LAST YEAR.

7. Indemnification.

You will indemnify, defend, and hold Twitter, its subsidiaries, affiliates, officers, and employees, harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including reasonable attorneys" fees) brought by a third party arising out of or in connection with: (a) any act or omission by you, in connection with your use of the Twitter Content, the Twitter API, or the Twitter Marks; (b) your use of the Twitter Content, the Twitter API, or the Twitter Marks other than as expressly allowed by this agreement; (c) your breach or alleged breach of any of the terms,

restrictions, obligations or representations under this agreement; or (d) your Service. You will assume control of the defense and settlement of any claim subject to indemnification by you. Twitter may, however, at any time elect to take over control of the defense and settlement of any such claim. In any event, you will not settle any such claim without Twitter's prior written consent.

8. Miscellaneous.

These Rules constitute the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Any modification to the Rules by you must be in a writing signed by both you and Twitter. You may not assign any of the rights or obligations granted hereunder, voluntarily or by operation of law (including without limitation in connection with a merger, acquisition, or sale of assets) except with the express written consent of Twitter, and any attempted assignment in violation of this paragraph is void. This agreement does not create or imply any partnership, agency or joint venture. This agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. All claims arising out of or relating to this agreement will be brought exclusively in the federal or state courts of San Francisco County, California, USA, and you consent to personal jurisdiction in those courts. No waiver by Twitter of any covenant or right under this agreement will be effective unless memorialized in a writing duly authorized by Twitter. If any part of this agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this agreement will remain in full force and effect.

Document comparison by Workshare Professional on Monday, March 14, 2011
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Description	C Twitter API TOS March 11 2011
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Legend:	
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