

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):  
Anil Ravikanti  
235 Peachtree Street NE Suite 350  
Atlanta, Georgia 30303  
TELEPHONE NO.: 678-832-1003 FAX NO.: 800-734-8120

FOR COURT USE ONLY  
**FILED**  
Superior Court of California  
County of San Francisco

ATTORNEY FOR (Name):  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco  
STREET ADDRESS: 400 McMillister St.  
MAILING ADDRESS:  
CITY AND ZIP CODE: San Francisco, CA 94102-4514  
BRANCH NAME: Civic Center Courthouse

SEP 04 2019  
CLERK OF THE COURT  
BY: J. Lappewitte  
Deputy Clerk

CASE NAME:  
Anil Ravikanti versus Twitter, Inc.

**CIVIL CASE COVER SHEET**  
 Unlimited (Amount demanded exceeds \$25,000)  
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation  
 Counter  Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 000-19-579005  
JUDGE:  
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |  |   |
|--|--|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)   | <b>Contract</b><br><input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) | <b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b><br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)  | <b>Real Property</b><br><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)  | <b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)   |
| <b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) | <b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)   | <b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)   |
| <b>Employment</b><br><input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15)  | <b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39)   | <b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43)   |

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): Breach of Contract
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 8/28/2019  
Anil Ravikanti  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

BY FAX

**SUMMONS**  
**(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**  
TWITTER, INC.

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**  
ANIL RAVIKANTI

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
*(El nombre y dirección de la corte es):* Civic Center Courthouse  
400 McAllister, St., SF, CA 94102-4514

CASE NUMBER:  
*(Número del caso):* 19-579005

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*  
Anil Ravikanti 235 Peachtree Street NE Suite 350 678-832-1003 / Cell 504-782-8897

DATE: SEP 04 2019  
*(Fecha)*

SEP 04 2019

Clerk, by , Deputy  
*(Secretario)* *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*  
*(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)*

Jacqueline LaPresotte



**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of *(specify):*
- on behalf of *(specify):*  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify):*
- by personal delivery on *(date):*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Anil Ravikanti  
anilravikanti@gmail.com and dorey@colelawgroup.com  
235 Peachtree Street NE Suite 350  
Atlanta, Georgia 30303  
678-832-1003  
800-734-8120  
Pro Se

**F I L E D**  
Superior Court of California  
County of San Francisco

SEP 04 2019

CLERK OF THE COURT  
BY: J. Carotte  
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ANIL RAVIKANTI )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
TWITTER, INC. )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No. **CGC-19-579005**  
COMPLAINT FOR:  
BREACH OF CONTRACT  
  
DEMAND FOR JURY TRIAL

BY FAX

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

TABLE OF CONTENTS

	PAGE
I. INTRODUCTION.....	3
II. JURISDICTION AND VENUE .....	3
III. THE PARTIES.....	3
A. PLAINTIFF .....	3
B. DEFENDANT .....	4
IV. FACTUAL BACKGROUND .....	4
V. PRAYER FOR RELIEF .....	5
VI. JURY DEMAND .....	5

1 **I. INTRODUCTION**

- 2 1. As many consumers are led to believe, the undersigned Plaintiff gave freely and liberal his  
3 thoughts, ideas, expressions, creative writings and the like as tweets to Defendant's platform  
4 where consumers are encouraged to do so with promises that all works would remain  
5 property of the consumer.  
6  
7 2. After a brief deactivation of Plaintiff's account done out of error by Defendant, Plaintiff made  
8 a demand for all tweets and log data associated with his Twitter account. See Exhibit 1.  
9 Defendant failed to comply.

10 **II. JURISDICTION AND VENUE**

- 11 3. This Court has jurisdiction over all causes of action asserted herein, and the prayer for relief  
12 specific damages.  
13  
14 4. Defendant is subject to the jurisdiction of this Court by virtue of their terms and conditions  
15 requiring all legal actions brought against them to be filed in this County. See Exhibit 2  
16  
17 5. Venue is proper in this Court because Defendant's terms and conditions specify this Court  
18 as proper venue for all legal actions and Defendant's principal place of business lies in this  
19 County.

20 **III. THE PARTIES**

21 **A. PLAINTIFF**

- 22 6. The undersigned, Anil Ravikanti, is a 41 years old man who resides in Atlanta, Georgia. Like  
23 many consumers, the undersigned enjoyed Twitter and shared freely his expressions without  
24 fear of losing data. The undersigned was assured his data was secured by Defendant and  
25 though he knew his information would be made public he relied on Twitter's terms and  
26 conditions assuring him all content would remain his property.  
27  
28

1 B. DEFENDANT

2 7. Defendant, Twitter, Inc. is an international company with North American headquarters  
3 located at 1355 Market Street, Suite 900 San Francisco, CA 94103.

4 **IV. FACTUAL BACKGROUND**

5 8. For several years leading up to August 2018 the undersigned had an active Twitter account  
6 with the username of @townguy2200 associated with the email address  
7 telugufilmreviews1000@gmail.com.

8  
9 9. Around the latter part of August ,2018 the undersigned account was deactivated mistakenly  
10 by Twitter and when requested to reactivate the account, Twitter failed to do so.

11 10. Years of tweets, works, and creative writings were lost as a result of Twitter failing to  
12 reinstate the undersigned's account.

13  
14 11. The undersigned relied on Twitter's own contractual language, **See Exhibit 2**, as a consumer  
15 who freely shared data and "but for" this reliance the undersigned proceeded under the  
16 assumption that all data would be kept in Twitter's cloud storage and made available to  
17 its owner upon request.

18  
19 12. The undersigned later learned this was a false reliance and Twitter's policy on "Your Rights  
20 and Grant of Rights in the Content" was totally misleading to consumers as it states:  
21 "*You retain your rights to any Content you submit, post or display on or through the*  
22 *Services.*"

23 13. As a result of this reliance, the undersigned has distributed creative works he never intended  
24 to distribute without backup copies and unless Defendant restore his account all work is lost.

25  
26 14. The undersigned followed all protocol to reactivating his account to restore data that was lost  
27 but to no avail.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

15. Lastly, the undersigned made a formal demand on Defendant for the lost data but also to no avail.

**V. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendant as follow:

- 1. That the court decree specific performance against Defendant's and per the Terms of Services of their policy grant the undersigned a right to his content.
- 2. That Defendants be specifically ordered to refrain from taking any action to remove or discard Plaintiff's content.
- 3. For damages, according to proof, as the breach of contract claim.
- 4. For costs of suit incurred herein, including costs pursuant to Code of Civil Procedure sections 1033 et seq.
- 5. For such other and further relief as the Court may deem proper.

Dated August 28, 2019

By: x R.S.A Gupta  
ANIL RAVIKANTI  
Plaintiff Pro Se

**VI. JURY DEMAND**

Plaintiff demand trial by jury on all issues so triable.

Dated August 28, 2019

By: x R.S.A Gupta  
ANIL RAVIKANTI  
Plaintiff Pro Se

# EXHIBIT 1



**COLE LAW GROUP, LLC** *Admissions: David A. Heard – Illinois / Roderick T. Morris - Louisiana*

235 Peachtree St. NE Suite 350 Atlanta, GA 30303 Office 678-832-1003/Fax 800-734-8120

April 1, 2019

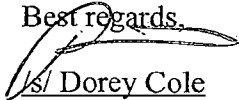
Twitter Legal Department

RE: Our Client: Anil Ravikanti  
Request of Archive Data associated with the activated accounts @townguy2200 and  
@tollycinemanews both associated with email address: [telugufilmreviews1000@gmail.com](mailto:telugufilmreviews1000@gmail.com)

Dear Representative:

Please note our office has been retained by the above referenced individual and user of twitter during the early part of 2018. However, Mr. Ravikanti account was deactivated due to an error by twitter and he lost access on August 28, 2018. Mr. Ravikanti is now potentially involved in a pending legal matter and requests all tweeted data from his account. This request is amicable and least expensive than the alternative of filing a legal action and subpoenaing the business records. Please contact our office to discuss this matter.

Best regards,

  
/s/ Dorey Cole

Dorey N. Cole, Esq.

Office 678-832-1003/Fax 800-734-8120

[dorey@colelawgroup.com](mailto:dorey@colelawgroup.com)

DC/sjc

---

**CALL COLE**

(678) 832-1003  
235 Peachtree St Suite 350  
Atlanta, Georgia 30303

(504) 208-9508  
201 St. Charles Ave Suite 114  
New Orleans, Louisiana 70170

(312) 554-6001  
47 W. Polk St. Suite 100  
Chicago, Illinois 60605

# EXHIBIT 2



# Twitter Terms of Service

If you live in the United States, the Twitter User Agreement comprises these [Terms of Service](#), our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>), the [Twitter Rules and Policies](#) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>), and all incorporated policies

If you live in the European Union or otherwise outside the United States, the Twitter User Agreement comprises these [Terms of Service](#), our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>), the [Twitter Rules and Policies](#) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>), and all incorporated policies.

## Twitter Terms of Service

### If you live in 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>) (<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>) 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 [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>) (<https://www.twitter.com/privacy>) (<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, 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> (<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> (<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 (<https://help.twitter.com/forms/dmca> (<https://help.twitter.com/forms/dmca>)) 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> (<https://help.twitter.com/forms/dmca>)

Email: [copyright@twitter.com](mailto: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>

(<https://help.twitter.com/forms/dmca>) Email: [copyright@pscp.tv](mailto:copyright@pscp.tv)

(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). 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, 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, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

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 [Twitter Rules and Policies \(https://help.twitter.com/en/rules-and-policies#twitter-rules\)](https://help.twitter.com/en/rules-and-policies#twitter-rules) (and, for Periscope, the [Periscope Community Guidelines \(https://www.pscp.tv/content\)](https://www.pscp.tv/content) at [https://www.pscp.tv/content \(https://www.pscp.tv/content\)](https://www.pscp.tv/content)), 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, 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>) (<https://dev.twitter.com/web/overview>) (<https://dev.twitter.com/web/overview>)), Twitter Cards (<https://dev.twitter.com/cards/overview>) (<https://dev.twitter.com/cards/overview>) (<https://dev.twitter.com/cards/overview>)), Public API (<https://dev.twitter.com/streaming/public>) (<https://dev.twitter.com/streaming/public>) (<https://dev.twitter.com/streaming/public>)), or Sign in with Twitter (<https://dev.twitter.com/web/sign-in>) (<https://dev.twitter.com/web/sign-in>) (<https://dev.twitter.com/web/sign-in>)), you agree to our Developer Agreement (<https://dev.twitter.com/overview/terms/agreement>).

(<https://dev.twitter.com/overview/terms/agreement> (<https://dev.twitter.com/overview/terms/agreement>)) and Developer Policy (<https://dev.twitter.com/overview/terms/agreement>) (<https://dev.twitter.com/overview/terms/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](https://dev.twitter.com/) (<https://dev.twitter.com/>).

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

If you use Super Hearts, Coins, or Stars on Periscope, you agree to our Super Hearts Terms (<https://legal.twitter.com/en/periscope/super/terms.html>) (<https://legal.twitter.com/en/periscope/super/terms.html>) (<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 foreign countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, and other distinctive brand features. 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 <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>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220> (<https://help.pscp.tv/customer/portal/articles/2460220>)) 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](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or [Periscope Community Guidelines](https://www.pscp.tv/content) (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; or (iv) 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.

## 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 [twitter.com/tos](https://twitter.com/tos) (<https://twitter.com/en/tos>), 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 [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

**Effective:** May 25, 2018

[Archive of Previous Terms \(https://twitter.com/en/tos/previous\)](https://twitter.com/en/tos/previous)

