EXHIBIT E

X Terms of Service

Summary of our Terms

These Terms of Service ("Terms") are part of the User Agreement – a legally binding contract governing your relationship with X. **You should read these Terms in full, but here are a few key things you should take away:**

- **You will see advertising on the platform.** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law.** You are responsible for your use of the Services and your Content. You must comply with the User Agreement, including all applicable policies and rules, and all applicable laws.
- **You must abide by the Services' acceptable use terms.** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that, except as required by applicable law, you cannot scrape the Services without X's express written permission, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **Unless you are a recipient of the X Service in the European Union, EFTA States, or the United Kingdom, any disputes between you and us will be resolved by a court in Texas, based on Texas law** except that if the forum selection clause in these Terms is unenforceable for any reason, then the dispute will be arbitrated.
- **To the extent permitted by applicable law, you agree to waive any right to bring a class action or other representative action.**
- **We have broad enforcement rights.** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. Certain jurisdictions, including the European Union and the United Kingdom, also impose obligations on X to enforce against not only illegal content but also categories of content deemed by law to be "harmful" or "unsafe." As a result, your Content or account may be subject to restrictions in those jurisdictions. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.

- **There are intellectual property licenses in these Terms.** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk.** We provide the Services on an "AS IS" and "AS AVAILABLE" basis, and we disclaim all warranties, responsibility, and liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful Content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.
- **You have remedies and redress mechanisms, but our liability is limited.** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the Services. Depending on your country of residence, we may not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of $100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been displayed on the Services in an unauthorized manner that constitutes copyright infringement, the reporting process is detailed in these Terms.
    - **If you are a recipient of the X Service in the United Kingdom,** you may challenge enforcement actions (such as Content removal or account suspension) that breach these Terms by filing a complaint through our internal complaints process or by bringing a claim in a competent court, as provided under the Online Safety Act 2023. You can find details on how to file a complaint here.
    - **If you are a recipient of the X Service in the European Union,** you may challenge certain decisions we make under the Digital Services Act (Regulation (EU) 2022/2065) via our internal process or via out-of-court dispute settlement as described here.

Please also note that these Terms incorporate our Privacy Policy (https://x.com/privacy) as well as other terms applicable to your use of the Services and your Content. Finally, these Terms may vary depending on where you live, but in any case, you must be at least 13 years old to use X.

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the X User Agreement comprises these Terms of Service, our Privacy Policy, our Rules and Policies, and all incorporated policies.

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X Terms of Service

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service ("Terms") govern your relationship with us and your and other users' access to and use of, and anything otherwise relating to, our or our corporate affiliates' services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other services (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.

These Terms are an agreement between you and X Corp., which provides X and the Services, with its principal place of business at 800 W Cesar Chavez St., Austin, TX 78701, USA. The words "we," "us," and "our" mean X Corp.

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1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us 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 to use the Services. If you are (i) accepting these Terms and/or using the Services, which constitutes acceptance of these Terms, or (ii) accepting these Terms in order to authorize the use of the Services on behalf of a minor (being any person under the age of majority in any given country), company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so or, as the case may be, have the authority to bind such minor and/or entity to these Terms. The words "you" and "your" as used in these Terms shall refer either to the person accepting these Terms or such minor (as defined in (i)) and/or the entity referenced in (ii), as applicable.

2. Privacy

Our Privacy Policy (https://x.com/privacy) describes how we handle the information you provide to us when you use the 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 us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services, including any features that perform autonomous actions, and for any Content, including anything referenced therein, you provide, create, post, or otherwise utilize, including any inputs, prompts, outputs, and/or information obtained or created through the Services. It is your responsibility to comply with all applicable laws, rules, policies, and regulations that are applicable to you, autonomous actions on your behalf, or your Content, including on a third party's or our affiliates' services. You should only provide, create, or generate 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 or otherwise obtained via the Services or endorse any alleged facts or 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, including anything referenced therein, is the sole responsibility of the person who posted, generated, inputted, or created such Content. We may not monitor or control the Content posted, generated, inputted, or created via the Services, and we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Certain jurisdictions, including the European Union and the United Kingdom, impose obligations on us to enforce against categories of content deemed by law to be harmful or unsafe, such as bullying and humiliating content, content that promotes or encourages feeding or eating disorders, as well as content that encourages or makes available knowledge of methods of self-harm and suicide. As a result, your Content may be subject to restrictions as required by these jurisdictions. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (https://help.x.com/rules-and-policies, https://help.x.com/rules-and-policies/x-report-violation#specific-violations, and https://help.x.com/managing-your-account/suspended-x-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.x.com/forms/ipi) or contacting our designated copyright agent at:

X Corp.
Attn: Copyright Agent
800 W Cesar Chavez St.
Austin, TX 78701
Reports: https://help.x.com/forms/ipi
Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content, including anything referenced therein, you submit, input, create, generate, 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).

In choosing to submit, input, create, generate, post, or display 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, upload, download, and distribute such Content, including anything referenced therein, in any and all media or distribution methods now known or later developed, for any purpose. For clarity, these rights include, for example, curating, transforming, and translating. This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to (i) analyze text and other information you provide and to otherwise provide, promote, and improve the Services, including, for example, for use with and training of our machine learning and artificial intelligence models, whether generative or another type; and (ii) to make Content submitted to or through the Services available to other companies, organizations or individuals, including, for example, for improving the Services and the syndication, broadcast, distribution, repost, 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 us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have 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 input, submit, create, post, generate, or display on or through the Services. You agree and warrant that such Content does not contain material subject to copyright or other proprietary rights, unless you have obtained the necessary permissions or are otherwise legally entitled to post or otherwise use the material and to grant us the license described above.

4. Using the Services

Please review our Rules and Policies, which are part of the User Agreement and outline conduct that is prohibited on the Services, as well as categories of content deemed by law to be harmful or unsafe in certain jurisdictions. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here.

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

In consideration for our granting you access to and use of the Services, you agree that we and our 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. 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 X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features, products, or services of the Services, you agree to the applicable Terms for Paid Services (https://legal.x.com/purchaser-terms).

If you use developer features, products, or services of the Services, including but not limited to X for Websites (https://docs.x.com/x-for-websites/overview), X Cards (https://docs.x.com/x-ads-api/creatives/reference#cards), Public API (https://docs.x.com/overview), or Sign in with X (https://docs.x.com/fundamentals/authentication/guides/log-in-with-x), you agree to our Developer Agreement (https://docs.x.com/developer-terms/agreement) and Developer Policy (https://docs.x.com/developer-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 Services, these Terms, or the terms provided on https://docs.x.com/developer-terms. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our Vulnerability Reporting Program (https://hackerone.com/x). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features, products, or services of the Services in any way, including but not limited to self-service and managed service offerings, you agree that your use of the advertising features, products, and services as well as your advertisements are subject to the terms of our Master Services Agreement (https://ads.x.com/terms).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account, and use two-factor authentication via an authenticator app or security key. 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

We give 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 cannot be assigned, gifted, sold, shared or transferred in any other manner to any other individual or entity without X's express written consent. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or Twitter name or any of the X or Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights, and you may not do so without our express written consent. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, 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.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. 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, our computer systems, or the technical delivery systems of our 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 us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) attempt to circumvent, manipulate, or disable systems and Services, including through "jailbreaking", “prompt engineering or injection", or other methods intended to override or manipulate safety, security or other platform controls; (v) forge any TCP/IP packet header or any part of the header information in any email or posting; (vi) in any way use the Services to send altered, deceptive or false source-identifying information; (vii) engage in any conduct that violates our Authenticity Policy, including the misuse of X reporting features or forms, or any other conduct that violates our Rules and Policies; or (viii) 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. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See

https://help.x.com/managing-your-account/how-to-deactivate-x-account 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 if we reasonably believe: (i) you have violated these Terms or our Rules and Policies; (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. 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: 2, 3, 5, 6, and the misuse provisions of Section 4 (“Misuse of the Services”). If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.x.com/forms/account-access/appeals). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Disclaimers and Limitations of Liability

The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. The “X Entities” refers to X Corp., 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 X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The X 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 X Entities or through the Services, will create any warranty or representation not expressly made herein.

Limitation of Liability

NOTWITHSTANDING ANY OTHER TERMS TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, RELIANCE 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 USER OR 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 X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. $100.00) OR THE AMOUNT YOU PAID US, 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 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. IN THE EVENT ANY PORTION OF THESE LIMITATION OF LIABILITY PROVISIONS IS DEEMED UNENFORCEABLE AS A MATTER OF LAW, THAT LIMITATION SHALL INSTEAD BE THE GREATEST LIMITATION PERMITTED BY LAW.

BY AGREEING TO THESE TERMS OR USING THE SERVICES, YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE X ENTITIES ARE NOT RESPONSIBLE OR LIABLE TO YOU OR OTHERS FOR THE ACTIONS OR CONDUCT OF USERS AND THIRD PARTIES ON THE SERVICES, OR FOR ANY CONTENT USERS AND THIRD PARTIES SHARE ON THE SERVICES, INCLUDING OFFENSIVE, DEFAMATORY, ILLEGAL OR OTHER OBJECTIONABLE CONTENT.

Liquidated Damages

Protecting our users' data and our system resources is important to us. You further agree that, to the extent permitted by applicable law, if you violate the Terms, or you induce or knowingly facilitate others to do so, in addition to all other legal remedies available to us, you will be jointly and severally liable to us for liquidated damages as follows for requesting, viewing, or accessing more than 1,000,000 posts (including reply posts, video posts, image posts, and any other posts) in any 24-hour period - $15,000 USD per 1,000,000 posts. You agree that these amounts are (i) a reasonable estimate of our damages; (ii) not a penalty; and (iii) not otherwise limiting of our ability to recover from you or others under any legal or equitable theory or claim, including but not limited to statutory damages and/or equitable relief. You further agree that repeated violations of these Terms will irreparably harm and entitle us to injunctive and/or other equitable relief, in addition to monetary damages.

6. General

We may revise these Terms from time to time. The most current version of the Terms, which will always be at https://x.com/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.

Governing Law; Jurisdiction and Venue; Arbitration. The laws of the State of Texas, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us, notwithstanding any other agreement between you and us to the contrary. Notwithstanding any other agreement to the contrary, all disputes related to these Terms, the Services, or any patents — including without limitation disputes related to or arising from any Content (whether your or others' Content), or your or others' use of the Services or the complete or partial termination thereof — shall be brought and must proceed exclusively in the federal or state courts located in Wichita County or Tarrant County, Texas, United States, and you and we consent to personal jurisdiction in those forums and waive any objection as to inconvenient forum.

If, for any reason, the forum selection clause in the above paragraph is deemed unenforceable as to your dispute, then you and we agree to binding arbitration of the dispute administered by the American Arbitration Association before an arbitrator who shall be a retired federal district or appellate court judge. The arbitration shall be conducted in the English language in Tarrant County, Texas, except as required by law. The arbitrator shall have the authority to grant any provisional or permanent remedy or relief that would be available from a court of competent jurisdiction, except that the arbitrator shall be prohibited from granting injunctive relief. The arbitrator's award shall be final and binding, and the parties waive any right to appeal the award to the maximum extent permitted by law. Except as required by law, the arbitration shall be confidential and neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Each party shall bear its own costs of the arbitration, including attorneys' fees, unless the arbitrator determines that a party's claims or defenses were frivolous or brought in bad faith, in which case the arbitrator may award costs and reasonable attorneys' fees to the prevailing party.

The parties agree that any arbitration shall be conducted on an individual basis only, and not as a class, collective, or representative action. The arbitrator shall have no authority to consolidate claims or to preside over any form of class, collective, or representative proceeding.

For the avoidance of doubt, the choice of law, forum selection, and arbitration provisions of this section shall apply regardless of whether a dispute or any claims contained therein are based in contract, tort, statute, common law, or otherwise, and the choice of law, forum selection, and arbitration provisions of this section shall apply to pending and future disputes and shall apply to

your dispute regardless of when the conduct relating to the dispute arose or occurred. The choice of law, forum selection, and arbitration provisions of this section shall also extend to disputes involving our U.S. corporate affiliates, including but not limited to any U.S. SpaceXAI, Cursor, or SpaceX entities, who are intended third-party beneficiaries of this paragraph and who also consent to jurisdiction and venue in the courts specified in this section and to the arbitration provision in this section.

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 Texas (excluding choice of law).

Class Action and Jury Trial Waiver. WHERE PERMITTED BY APPLICABLE LAW, BY ENTERING INTO THESE TERMS, YOU AND X ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES), REGARDLESS OF WHETHER YOU HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES. TO THE EXTENT PERMITTED BY LAW, YOU ALSO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION PROCEEDING AGAINST OUR CORPORATE AFFILIATES, INCLUDING BUT NOT LIMITED TO ANY SPACEXAI, CURSOR, OR SPACEX ENTITY.

Limitations Period. You and X agree that you must initiate any proceeding or action asserting a federal claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute that is arising out of or related to these Terms or the Services. You and X agree that you must initiate any proceeding or action asserting a state law claim within two (2) years and one day of the date of the occurrence of the event or facts giving rise to a dispute that is arising out of or related to these Terms or the Services. Otherwise, to the extent permitted by applicable law, you forever waive the right to pursue any claim or cause of action, of any kind or character, based on such events or facts, and such claims or causes of action are permanently barred.

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. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

The X User Agreement is written in English but is 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 X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

If you have any questions about these Terms, please contact us.

Effective: October 9, 2026

Archive of Previous Terms

X Terms of Service

If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service ("Terms") govern your relationship with us and your and other users' access to and use of, and anything otherwise relating to, our or our corporate affiliates' services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other services (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.

These Terms are an agreement between you and X Internet Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company, which provides X and the Services, with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07, Ireland. The words "we," "us," and "our" mean X Internet Unlimited Company.

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1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us 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 to use the Services. If you are (i) accepting these Terms and/or using the Services, which constitutes acceptance of these Terms, or (ii) accepting these Terms in order to authorize the use of the Services on behalf of a minor (being any person under the age of majority in any given country), company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so or, as the case may be, have the authority to bind such minor and/or entity to these Terms. The words "you" and "your" as used in these Terms shall refer

either to the person accepting these Terms or such minor (as defined in (i)) and/or the entity referenced in (ii), as applicable.

2. Privacy

Our Privacy Policy (https://x.com/privacy) describes how we handle the information you provide to us when you use the 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 us and our affiliates.

3. Content on the Services

You are responsible for your use of the Services, including any features that perform autonomous actions, and for any Content, including anything referenced therein, you provide, create, post, or otherwise utilize, including any inputs, prompts, outputs, and/or information obtained or created through the Services. It is your responsibility to comply with all applicable laws, rules, policies, and regulations that are applicable to you, autonomous actions on your behalf, or your Content, including on a third party's or affiliates' services. You should only provide, create, or generate 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 or otherwise obtained via the Services or endorse any alleged facts or 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. Content recommendations are made based on a combination of factors: how you engage with the Services, the topics you have indicated that you are interested in, and likes of other users with your similar interests. Adjustments can be made in your settings, and additional information can be found in our Help Center (https://help.x.com/resources/recommender-systems). All Content, including anything referenced therein, is the sole responsibility of the person who posted, generate, inputted, or created such Content. We may not monitor or control the Content posted, generated, inputted, or created via the Services, and we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Certain jurisdictions, including the European Union and the United Kingdom, impose obligations on us to enforce against categories of content deemed by law to be

harmful or unsafe, such as bullying and humiliating content, content that promotes or encourages feeding or eating disorders, as well as content that encourages or makes available knowledge of methods of self-harm and suicide. As a result, your Content may be subject to restrictions as required by these jurisdictions. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (https://help.x.com/rules-and-policies, https://help.x.com/rules-and-policies/x-report-violation, and https://help.x.com/managing-your-account/suspended-x-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.x.com/forms/ipi) or contacting our designated copyright agent at:

X Corp.
Attn: Copyright Agent
800 W Cesar Chavez St.
Austin, TX 78701
Reports: https://help.x.com/forms/ipi
Email: copyright@x.com

Your Rights and Grant of Rights in the Content

You retain your rights to any Content, including anything referenced therein, you submit, input, create, generate, 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).

In choosing to submit, input, create, generate, post, or display 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, upload, download, and distribute such Content, including anything referenced therein, in any and all media or distribution methods now known or later developed, for any purpose. For clarity, these rights include, for example, curating, transforming, and translating. This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to (i) provide, promote, and improve the Services, including, for example, for use with and training of our machine learning and artificial intelligence models, whether generative or another type; and (ii) to make Content submitted to or through the Services available to other companies, organizations or individuals, including, for example, for improving the Services and the syndication, broadcast, distribution, repost, 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 us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content

that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have 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 input, submit, create, post, generate, or display on or through the Services. You agree and warrant that such Content does not contain material subject to copyright or other proprietary rights, unless you have obtained the necessary permissions or are otherwise legally entitled to post or otherwise use the material and to grant us the license described above.

4. Using the Services

Please review our Rules and Policies, which are part of the User Agreement and outline conduct that is prohibited on the Services, as well as categories of content deemed by law to be harmful or unsafe in certain jurisdictions. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here.

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames if it is appropriate, including for the following reasons: (i) protecting the Services or our users; (ii) compliance with applicable laws or orders from competent authorities; (iii) breach of these Terms or our Rules and Policies or third parties' intellectual property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our 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. 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 X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our Privacy Policy.

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. These additional terms are accessible from our sites and applications dedicated to these services or features. By using or paying for any of these additional services, you will have to agree to any additional terms applicable to those services, and those additional terms will then also become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features, products, or services of the Services, you agree to the applicable Terms for Paid Services (https://legal.x.com/purchaser-terms).

If you use developer features, products, or services of the Services, including but not limited to X for Websites (https://docs.x.com/x-for-websites/overview), X Cards (https://docs.x.com/x-ads-api/creatives/reference#cards), Public API (https://docs.x.com/overview), or Sign in with X (https://docs.x.com/fundamentals/authentication/guides/log-in-with-x), you agree to our Developer Agreement (https://docs.x.com/developer-terms/agreement) and Developer Policy (https://docs.x.com/developer-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 Services, these Terms, or the terms provided on https://docs.x.com/developer-terms. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our Vulnerability Reporting Program (https://hackerone.com/x). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features, products, or services of the Services in any way, including but not limited to self-service and managed service offerings, you agree that your use of the advertising features, products, and services as well as your advertisements are subject to the terms of our Master Services Agreement (https://ads.x.com/terms).

Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account, and use two-factor authentication via an authenticator app or security key. 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

We give 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 cannot be assigned, gifted, sold, shared or transferred in any other manner to any other individual or entity without X's express written consent. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or Twitter name or any of the X or Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights, and you may not do so without our express written consent. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, 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.

Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. 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, our computer systems, or the technical delivery systems of our 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 us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) attempt to circumvent, manipulate, or disable systems and Services, including through "jailbreaking", “prompt engineering or injection", or other methods intended to override or manipulate safety, security or other platform controls; (v)

forge any TCP/IP packet header or any part of the header information in any email or posting; (vi) in any way use the Services to send altered, deceptive or false source-identifying information; (vii) engage in any conduct that violates our Authenticity Policy, including the misuse of X reporting features or forms, or any other conduct that violates our Rules and Policies; or (viii) 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. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See https://help.x.com/managing-your-account/how-to-deactivate-x-account 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 if we reasonably believe: (i) you have violated these Terms or our Rules and Policies; (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 (“Misuse of the Services”). If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (https://help.x.com/forms/account-access/appeals). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

5. Limitations of Liability

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

Liquidated Damages

Protecting our users' data and our system resources is important to us. You further agree that, to the extent permitted by applicable law, if you violate the Terms, or you induce or knowingly facilitate others to do so, in addition to all other legal remedies available to us, you will be jointly and severally liable to us for liquidated damages as follows for requesting, viewing, or accessing more than 1,000,000 posts (including reply posts, video posts, image posts, and any other posts) in any 24-hour period - €15,000 EUR per 1,000,000 posts. You agree that these amounts are (i) a reasonable estimate of our damages; (ii) not a penalty; and (iii) not otherwise limiting of our ability to recover from you or others under any legal or equitable theory or claim, including but not limited to statutory damages and/or equitable relief. You further agree that repeated violations of these Terms will irreparably harm and entitle us to injunctive and/or equitable relief, in addition to monetary damages.

6. General

We may revise these Terms from time to time. The most current version of the Terms, which will always be at https://x.com/tos, will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

Governing Law; Jurisdiction and Venue. To the extent permitted by law, all disputes related to these Terms, the Services, or any patents — including without limitation disputes related to or arising from any Content (whether your or others' Content), or your or others' use of the Services or the complete and partial termination thereof — shall be brought and must proceed exclusively before a competent court in Ireland without regard to conflict of law provisions and will be governed by Irish law, notwithstanding any other agreement between you and us to the contrary. The choice of Irish law does not deprive you of the protection afforded by provisions that cannot be derogated by agreement under the law of the country where you have your habitual residence. For the avoidance of doubt, the choice of law and forum selection provisions of this paragraph shall apply regardless of whether a dispute or any claims contained therein are based in contract, tort, statute, common law, or otherwise, and the choice of law and forum selection provisions of this paragraph shall apply to pending and future disputes and shall apply to your dispute regardless of when the conduct relating to the dispute arose or occurred. The choice of law and forum selection provisions of this paragraph shall also extend to disputes involving our corporate affiliates based in the European Union, EFTA States, or the United Kingdom, including any SpaceXAI, Cursor, or SpaceX entities, who are intended third-party beneficiaries of this paragraph and who also consent to jurisdiction and venue in the courts specified in this paragraph. Without prejudice to the foregoing, you agree that, in its sole discretion, X may bring any claim, cause of action, or dispute we have

against you in any competent court in the country in which you reside that has jurisdiction and venue over the claim.

Class Action and Jury Trial Waiver. WHERE PERMITTED BY APPLICABLE LAW, BY ENTERING INTO THESE TERMS, YOU AND X ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER. THE FOREGOING APPLIES TO ALL USERS (BOTH NATURAL PERSONS AND ENTITIES), REGARDLESS OF WHETHER YOU HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES. TO THE EXTENT PERMITTED BY LAW, YOU ALSO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION PROCEEDING AGAINST OUR CORPORATE AFFILIATES, INCLUDING BUT NOT LIMITED TO ANY SPACEXAI, CURSOR, OR SPACEX ENTITY.

Limitations Period. You and X agree that you must initiate any proceeding or action within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute that is arising out of or related to these Terms or the Services. Otherwise, to the extent permitted by applicable law, you forever waive the right to pursue any claim or cause of action, of any kind or character, based on such events or facts, and such claims or causes of action are permanently barred.

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. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

The X User Agreement is written in English but is 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 X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

If you have any questions about these Terms, please contact us.

Effective: October 9, 2026

Archive of Previous Terms