

Service Specific Terms – Twitter

These Service Specific Terms – Twitter apply when Client uses a Connected Archive or a Connected Capture Service to capture or archive Twitter content. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms have the meaning given them in the Smarsh Service Agreement - General Terms.

- 1. Twitter Content.** Twitter is a Third Party Service as further described in Section 5 (Third Party Providers) of the Smarsh Service Agreement – General Terms. The Services capture the following information from Twitter as Client Data: tweets created by end users, end users' comments, end users' retweets where the retweet contains new end user content, end users' direct messages, end users' blocks, end users' favorites, and end users' follows ("**Twitter Content**"). Smarsh will capture only end user content as Twitter Content, it will not capture third-party content from Twitter. Client is permitted to actively capture Twitter Content only for end users who are Client's current employees or contractors. Client is prohibited from actively capturing Twitter Content for any individual who is not a Client employee or contractor. Furthermore, Client is permitted to capture Twitter Content from only those end user accounts that the employee or contractor uses solely within the scope of its employment or contract with Client. Client will provide each employee and contractor with clear and conspicuous notice of policies regarding the receipt, transmission, storage, and use of employee's or contractor's Twitter Content. Client is responsible for ensuring that each employee and contractor has agreed to such policies and that each employee has been made aware that such employee has no reasonable expectation of privacy in such employee's Twitter Content. Client will immediately disable Twitter Content capture within the applicable Services for an employee or contractor when such employee's employment or contractor's service with Client is terminated.
- 2. Acceptable Use of Twitter Content.** Client may capture, archive, and use Twitter Content contained in Client Data for the following purposes: (a) to meet legal and regulatory obligations to store communications (e.g. SEC 17a4, MiFID 2); (b) to search and export communications in response to litigation or regulatory requests (electronic discovery); and (c) to detect and prevent misconduct by automatically flagging communications which match certain keyword policies (driven by legal and regulatory requirements, such as FINRA rule 3110).. . If Client is a government entity: (i) Client's use of the Services to capture and archive Twitter Content must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4; and (ii) Client is prohibited from using Twitter Content to conduct surveillance or gather intelligence.
- 3. Twitter TOS.** Twitter requires Smarsh to pass through certain additional terms ("**Twitter TOS**"). Smarsh is not a party to the Twitter TOS. The Twitter TOS are subject to modification by Twitter. The Twitter TOS are available at <https://twitter.com/en/tos>. Client shall at all times comply with the Twitter TOS when using the Services to capture or archive Twitter Content. Twitter may direct Smarsh to cease the capture and archive of Twitter Content if Client violates the Twitter TOS. Smarsh will have no liability for such termination of the Services pursuant to Client's or Client's end users' violation of the applicable Twitter TOS.
- 4. Twitter Content and Data Privacy.** As used in these Service Specific Terms – Twitter: (i) 'personal data' and 'controller' have the meanings assigned in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and its implementing regulations promulgated by the EU, EEA, and their individual member states ("**GDPR**"); (ii) 'process' has the meaning assigned in the GDPR or the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199) and its implementing regulations ("**CCPA**"), as applicable; and 'personal information' and 'service provider' have the meaning assigned in the CCPA.

 - 4.1. Notwithstanding anything to the contrary in this Agreement or any other agreement to which Client and Smarsh are parties, with respect to personal data and personal information contained



in Twitter Content that Smarsh captures and archives as Client Data, and any processing thereof by either Client or Smarsh, the parties acknowledge and agree that:

- a) Twitter and Client are joint controllers;
 - b) Smarsh is a processor and service provider that processes such personal data and personal information on behalf of Client;
 - c) Client is solely responsible for all legal obligations of a controller or joint controller under applicable Data Protection Laws & Regulations (as defined in the data privacy agreement executed by the parties); and
 - d) in no event will Smarsh be obligated to fulfill the legal duties of a controller or a joint controller related to Client Data.
- 4.2. Client will use the Services to process Twitter Content in accordance with applicable laws, including but not limited to the GDPR, the CCPA, and all other applicable Data Protection Laws and Regulations.
- 4.3. As between the parties, Client is solely responsible for ensuring that its instructions to Smarsh to capture, archive, or otherwise process Twitter Content comply with applicable Data Protection Laws and Regulations.